

**Meeting Date:** 6/14/2016

**Report Type:** Consent

**Report ID:** 2016-00541

**City Council Report**

915 I Street, 1<sup>st</sup> Floor

[www.CityofSacramento.org](http://www.CityofSacramento.org)

**Title: Contracts: Central City Strategic Plan (I21005300) and the Streetcar Toolkit (G21120100)**  
**[Published for 10-Day Review 06/02/2016]**

**Location:** Districts 3 and 4

**Recommendation:** Pass a Resolution authorizing the City Manager or the City Manager's designee to 1) execute a subrecipient agreement with the Sacramento Area Council of Governments (SACOG) to accept Federal Transit Capital Investment Grant funding for the Streetcar Toolkit – Stitching Together Two River Cities through TOD project in an amount not-to-exceed \$750,000; 2) establish a grant project as G21120100 and its revenue and expenditure budgets in Fund 2702 in the amount of \$750,000; 3) transfer \$192,108 of General Funds from I21005300 to G21120100; 4) execute a professional services agreement with Environmental Science Associates in an amount not-to-exceed \$1,872,542 for services pertaining to the Downtown Specific Plan and the Streetcar Toolkit.

**Contact:** Ryan DeVore, Director, (916) 808-8860; Jim McDonald, Principal Planner, (916) 808-5723; Greg Sandlund, Senior Planner, (916) 808-8931, Community Development Department

**Presenter:** None

**Department:** Community Development Dept

**Division:** Long Range Planning

**Dept ID:** 21001222

**Attachments:**

- 1-Description/Analysis
- 2-Background
- 3-Resolution
- 4-Exhibit A (Subrecipient Agreement)
- 5-Exhibit B (Professional Services Agreement)

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**City Attorney Review**

Approved as to Form

Kourtney Burdick

5/27/2016 2:30:50 PM

**Approvals/Acknowledgements**

Department Director or Designee: Ryan Devore - 5/23/2016 4:31:34 PM

## Description/Analysis

**Issue Detail:** In 2015, the Mayor launched the Downtown Housing Initiative, which is part of the larger Central City Strategic Plan Project (I21005300). The goal of the Downtown Housing Initiative is to deliver 10,000 places to live in downtown over the next ten years. The Downtown Housing Initiative Plan delineates policies, processes, incentives, and resources to facilitate the creation of homes to help meet that goal.

A key implementation measure of the Central City Strategic Plan and Downtown Housing Initiative is the Downtown Specific Plan, which will create a predictable and welcome environment to build housing in the job and transit center of the Sacramento Region. A Request for Proposals for the Downtown Specific Plan was issued on November 16, 2015. Seven proposals were submitted and Environmental Science Associates (ESA) was selected by a 10-member selection committee in January 2016.

This report recommends the council accept certain grant funds to be used for the development of the Streetcar Toolkit component of the Downtown Specific Plan, establish a new grant project and revenue and expenditure budgets for the Streetcar Toolkit, and approve an agreement with ESA to prepare a draft of the Downtown Specific Plan (Attachment 3). If these actions are approved by council, work on the Downtown Specific Plan will begin in June 2016 and is expected to be completed in the spring of 2018. Background on the key components of the Downtown Specific Plan can be found in Attachment 3.

**Policy Considerations:** On August 25, 2015, the City Council approved the recommendations in the Downtown Housing Initiative and initiated the Downtown Specific Plan.

The creation of a Downtown Specific Plan is consistent with the City's goals and policies as established in the 2035 General Plan. These policies include:

**LU 1.1.4 Leading Infill Growth.** The City shall facilitate infill development through active leadership and the strategic provision of infrastructure and services and supporting land uses.

**LU 1.1.5 Infill Development.** The City shall promote and provide incentives (e.g., focused infill planning, zoning/rezoning, revised regulations, provision of infrastructure) for infill development, reuse, and growth in existing urbanized areas to enhance community character, optimize City investments in infrastructure and community facilities, support increased transit use, promote pedestrian- and bicycle-friendly neighborhoods, increase housing diversity, ensure integrity of historic districts, and enhance retail viability.

**LU 5.6.1 Downtown Center Development.** The City shall encourage development that expands the role of the Central Business District as the regional center for living, commerce, arts, culture, entertainment, and government.

**LU 5.6.3 Mixed-Use Downtown Development.** The City shall support a mixed-use, vibrant CBD by encouraging innovative mixed-use development resulting in development consistent with Sacramento's commitment to environmental sustainability.

**Economic Impacts:** The economic impacts of the Downtown Specific Plan will be an increase in housing and economic activity in the downtown area, which will support more small and medium sized businesses.

**Environmental Considerations:**

**California Environmental Quality Act (CEQA):** This report concerns administrative activities and government fiscal activities that do not constitute a "project" as defined by the CEQA Guidelines Sections 15378(b)(2) and 15378(b)(4) and are not subject to the provisions of CEQA (CEQA Guidelines 15060(c)(3)).

**Sustainability:** The proposed Downtown Specific Plan is consistent with General Plan goals in that it will increase the number of places to live within the downtown area. The plan supports Transit Oriented Development (TOD), infill development, and conversion of vacant and outdated buildings.

The proposed plan also supports an increase in density within the target area. Increasing housing density in Downtown Sacramento around public transportation hubs will reduce dependence on the use of private automobile, reduce long commutes, reduce the use of fossil fuels, improve energy efficiency, reduce carbon dioxide emissions, and help meet air quality standards.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** That Downtown Specific Plan will facilitate new housing opportunities downtown. Additionally, the Downtown Specific Plan will help to carry out the 2035 General Plan's vision of infill development, reuse, and growth in urban areas like the Central City. The \$750,000 in Federal Transit Capital Investment Grant funding will help pay the Streetcar Toolkit, which is a component of the overall Downtown Specific Plan, and will help to prepare sites in the Streetcar planning area for TOD.

**Financial Considerations:** The Federal Transit Capital Investment Grant from SACOG (\$750,000) has a \$192,108 matching requirement. Sufficient funding is available in the Central City Strategic Plan project (I21005300, General Fund, Fund 1001) for the grant match and to execute the recommended professional services agreement with Environmental Science Associates in an amount not-to-exceed \$1,872,542 for services pertaining to the Downtown Specific Plan.

<b>Project #</b>	<b>Project</b>	<b>Amount</b>	<b>Fund Name (#)</b>	<b>Component of Contract</b>
G21120100	Federal Transit Capital Investment Grant	\$750,000	Operating Grants (2702)	Analysis and guidelines to support transit-oriented development along the Streetcar Corridor.
I21005300	Central City Strategic Plan	\$1,122,542	General Fund (1001)	All tasks.

**Local Business Enterprise (LBE):** Environmental Science Associates is an LBE.

## **Background**

### **Consultant Selection Process**

The consultant team selected to develop the Downtown Specific Plan is a product of a thorough selection process. A Request for Proposal (RFP #P16211222001) was posted on PlanetBids from November 16, 2015 to January 6, 2016. A pre-proposal meeting was held on December 7, 2015.

There were seven proposals submitted. A 10-member selection committee evaluated the proposals using the following criteria:

- Experience on similar projects involving land use planning, marketing and infrastructure analysis, historical evaluations, and environmental impact reports. (40 Points)
- Proposed project scope of work, understanding of issues, and approach to meeting project requirements and schedule. (40 Points)
- Experience developing policy and regulatory changes to remove barriers and facilitate TOD around streetcar, light rail and or bus rapid transit corridors. (15 Points)
- The applicant has demonstrated that there has been a strong effort to encourage a Disadvantaged Business Enterprise (DBE) to be part of the applicant team (DBE criteria is a requirement when federal funds are used). (5 Points)

In the final week of January, 2016, four of the top scoring consultant teams were interviewed. Environmental Science Associates (ESA) had the highest scoring proposal and was selected as the consultant for the Downtown Specific Plan.

### **Federal Transit Capital Investment Grant**

The Sacramento Area Council of Governments (SACOG) has been allocated \$1,118,720 in Federal Transit Capital Investment Grant funding, administered through the California Department of Transportation, to implement and support the Streetcar Toolkit – Stitching Together Two River Cities through TOD project, which will be part of the Downtown Specific Plan.

The City of Sacramento and West Sacramento will coordinate in the development of a Streetcar Toolkit, which will summarize the policy and regulatory changes that will be made to remove barriers and facilitate TOD for the planning area around the Streetcar project. The Toolkit will also provide lessons learned that can be used as a template for other communities that share similar kinds of transit projects.

SACOG has awarded the City of Sacramento a total of \$750,000 in Federal Transit Capital Investment Grant funding, on a reimbursable basis. The work undertaken through the Streetcar Toolkit is a component of the overall Downtown Specific Plan and will help to prepare sites in the Streetcar planning area for Transit Oriented

Development (TOD) by identifying infrastructure needs, considering historic resources, and developing design and engineering guidelines/standards specific to development along a streetcar route. The grant will also fund the analysis of potential gentrification/displacement of low income residents that will result from new development and identify existing and new policies to address such impacts.

### **Key Tasks of the Downtown Specific Plan**

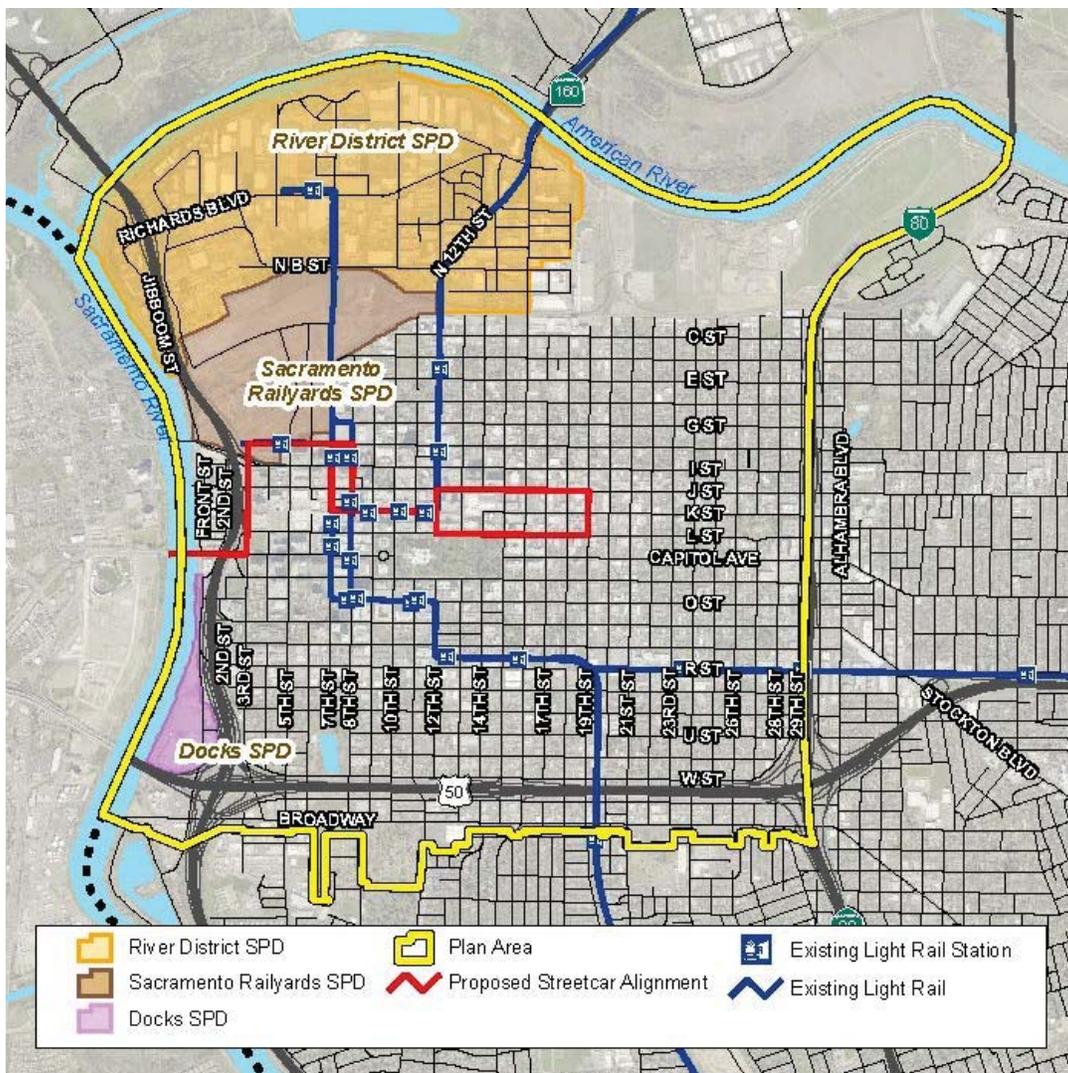
The objective of the Downtown Specific Plan is to create a predictable and welcome environment to build housing in the job and transit center of the Sacramento Region through CEQA and regulatory streamlining combined with market, infrastructure, and historic resources analysis.

The following are the key tasks that will be undertaken:

1. Engage the public in a visioning process for downtown housing development and build support for appropriate infill development;
2. Identify CEQA streamlining including:
  - a. Circumstances that would afford subsequent projects to be exempt per the Specific Plan.
  - b. Whether City can develop a list of specific activities that are found to be within the categorical exemptions in CEQA guidelines.
  - c. Any other applicable CEQA streamlining measures.
3. Remove any unnecessary regulatory obstacles and determine ways to reduce discretionary review time.
4. Adjust zoning, development standards, and design guidelines for transit oriented development along the streetcar corridor and the overall specific plan area.
5. Engage developers and property owners to identify vacant and underutilized sites to determine where development is most likely to occur.
6. Perform a market study to determine what development types to expect in the next 10 years and where in the Central City that development might occur (i.e., low rise vs. high rise).
7. Perform a comprehensive infrastructure analysis to ascertain:
  - a. Areas with the least infrastructure deficiencies.
  - b. Priority infrastructure improvements to support catalytic development.
  - c. Unforeseen costs borne by future residential development.
8. Develop a strategy to cost effectively finance downtown infrastructure utilizing all available financing options.

9. Incorporate the Downtown Transportation Study (Grid 2.0) to develop a circulation system that will accommodate a growing downtown population.
10. Identify amenities (parks, museums, schools etc.) to attract new residents and increase the livability of downtown.
11. Survey historic resources in opportunity sites and in the public right of way to identify areas that would require preservation review action.
12. Create a vision for public art downtown, which will identify locations for public art, art goals for each site, as well as design guidelines.

Below is a map of the project area:



# **RESOLUTION NO.**

Adopted by the Sacramento City Council

## **AGREEMENT FOR PROFESSIONAL SERVICES FOR THE DOWNTOWN SPECIFIC PLAN (LR16-006)**

### **BACKGROUND**

- A. On July 1, 2015, the Central City Strategic Plan project (I21005300) was established.
- B. On August 25, 2015, the City Council approved the recommendations in the Downtown Housing Initiative and initiated the Downtown Specific Plan.
- C. Increasing housing density in Downtown Sacramento around public transportation hubs will reduce dependence on the use of private automobile, reduce long commutes, reduce the use of fossil fuels, improve energy efficiency, reduce carbon dioxide emissions, and help meet air quality standards.
- D. The economic impacts of the Downtown Specific Plan will be an increase in economic activity in the downtown area which will support more small and medium sized businesses.
- E. The Downtown Specific Plan will create a predictable and welcome environment to build housing in the job and transit center of the Sacramento Region through CEQA and regulatory streamlining combined with market, infrastructure, and historic resources analysis.
- F. The Sacramento Area Council of Governments (SACOG) has been allocated \$1,118,720 in Federal Transit Capital Investment Grant funding, administered through the California Department of Transportation, to implement and support the Streetcar Toolkit – Stitching Together Two River Cities through a transit-oriented development (TOD) project. The work undertaken through the Streetcar Toolkit is a component of the overall Downtown Specific Plan.
- G. SACOG has awarded the City of Sacramento a total of \$750,000 in Federal Transit Capital Investment Grant funding, on a reimbursable basis, for the Streetcar Toolkit and overall Downtown Specific Plan.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The City Manager is authorized to execute a subrecipient agreement with the SACOG to accept Federal Transit Capital Investment Grant funding for the Streetcar Toolkit – Stitching Together Two River Cities through TOD project in an amount not-to-exceed \$750,000, as set forth in Exhibit A.
- Section 2. The Streetcar Toolkit grant project is established as G21120100 and its revenue and expenditure budgets are established in the Operating Grants Fund (Fund 2702) in the amount of \$750,000.
- Section 3. The city manager or his designee is authorized to transfer \$192,108 from the Central City Strategic Plan project (I21005300) to G21120100 as the match portion of the grant.
- Section 4. The City Manager is authorized to execute a professional services agreement with Environmental Science Associates for an amount not-to-exceed \$1,872,541 for services pertaining to the Downtown Specific Plan and the Streetcar Toolkit, as set forth in Exhibit B.
- Section 5. Exhibits A and B are part of this resolution.

**Table of Contents:**

Exhibit A – SACOG Subrecipient Agreement with the City of Sacramento for the Streetcar Toolkit – Stitching Together Two River Cities through TOD

Exhibit B – Professional Services Agreement between the City of Sacramento and Environmental Science Associates



Requires Council Approval:  No  YES Meeting:

Real Estate  Other Party Signature Needed  Recording Requested

General Information

Form with fields: Type: Grant Agreement, PO Type, Attachment: Original No., Original Doc Number, Other Party: Sacramento Area Council of Government (SACOG), Certified Copies of Document, Project Name: Subrecipient Agreement for the Streetcar Toolkit, Deed: None/Included/Separate, Project Number, BidTransaction #, E/SBE-DBE-M/WBE.

Department Information

Department: Community Development Division: Planning
Project Mgr: Greg Sandlund Supervisor: Jim McDonald
Contract Services: Susanne Cook Date: 5/19/16 Division Mgr: Kate Gillespie
Phone Number: 916-808-5375 Org Number: 21001222
Comment:

Review and Signature Routing

Table with columns: Department, Signature or Initial, Date. Rows for Project Mgr, Accounting, Contract Services, Supervisor, Division Manager, and City Attorney.

Send Interoffice Mail Notify for Pick Up

Table with columns: Authorization, Signature or Initial, Date. Row for City Mgr: yes No.

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk Processing Finalized: Initial: Date: Imaged: Initial: Date: Received: (City Clerk Stamp Here)



**SACRAMENTO AREA COUNCIL OF GOVERNMENTS  
SUBRECIPIENT AGREEMENT WITH THE  
CITY OF SACRAMENTO  
FOR THE STREETCAR TOOLKIT –  
STITCHING TOGETHER TWO RIVER CITIES THROUGH TOD**

**THIS SUBRECIPIENT AGREEMENT** is made and entered into effective this \_\_\_\_\_, 2016, by and between **SACRAMENTO AREA COUNCIL OF GOVERNMENTS**, a California joint powers agency (“SACOG”) and the **CITY OF SACRAMENTO** (“Subrecipient”).

**WHEREAS**, SACOG has been allocated \$1,118,720 in Federal Transit Capital Investment Grant funding (“Grant”), administered through the California Department of Transportation (“Caltrans”), to implement and support the Streetcar Toolkit – Stitching Together Two River Cities through TOD project (“Project”); and

**WHEREAS**, SACOG has awarded Subrecipient a total of \$750,000 in Federal Transit Capital Investment Grant funding, on a reimbursable basis, for the Project listed in **Section 1** below; and

**WHEREAS**, Subrecipient must provide a local match utilizing eligible non-federal funds, which equates to One Hundred Ninety-Two Thousand One Hundred Eight Dollars (\$192,108).

**WHEREAS**, Subrecipient is eligible to apply for and receive Federal financial assistance as a California municipal corporation; and

**WHEREAS**, the parties wish to enter into this Subrecipient Agreement (“Agreement”) to document the terms and conditions of SACOG’s funding of the Project.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. Scope of Work: Subrecipient will fully perform all work necessary to complete the Project Scope of Work as identified in Exhibit A, including the Project deliverables, timeline and budget. Any proposed amendment to Exhibit A must be agreed to in advance by the parties pursuant to a written amendment in accordance with Section 12 and is subject to approval by the FTA, FHWA, Caltrans, or any other Federal or State agency having jurisdiction.

2. Time of Performance:

a. Subrecipient will commence work upon the effective date of this Agreement and will complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

Subrecipient will provide written progress reports to SACOG at least quarterly (March, June, September and December) in format as shown in Exhibit D.

Subrecipient agrees to follow, and to require its contractors to follow, the timeline identified in Exhibit A. If a substantive change to the identified timeline is desired, Subrecipient's Project Manager will provide an immediate written request for approval to the SACOG Project Manager, including the reasons for the requested change. Approval by the SACOG Project Manager will not be unreasonably withheld.

- b. All work will be completed and this Agreement will expire on **December 31, 2018**, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties, which written agreement is subject to approval by the FTA, FHWA, Caltrans, or any other Federal or State agency having jurisdiction. Authority to extend this Agreement on behalf of Subrecipient may be exercised by Subrecipient's City Manager or the City Manager's designee.

3. Compliance with Laws; Subrecipient Responsibilities: Subrecipient will comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all Federal regulatory requirements associated with the funding provided to Subrecipient hereunder. These regulations, orders, circulars, and directives include, without limitation, the following: 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*; and 2 CFR, Chapters 1 and 2, Parts 200, 215, 220, 225, and 230, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and where applicable, the Federal Circulars set forth in Appendix 1 attached and incorporated into this Agreement. Further, Subrecipient will require the appropriate debarment certification form from all Subrecipient contractors and Subrecipient certifies that it will not knowingly enter into any transaction with a contractor, subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State agency. Subrecipient shall also comply with the "Subrecipient Responsibilities" set forth in the attached Appendix 1.

4. Funding Amount: The amount to be paid to Subrecipient under this Agreement will not exceed **Seven Hundred and Fifty Thousand Dollars (\$750,000)**, unless agreed to in advance by the parties pursuant to a written amendment. In no instance will SACOG be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs.

5. Local Match: Subrecipient will provide a match of eligible, non-Federal funds of at least 20% of the total Project cost. Subrecipient pledges a minimum of One Hundred Ninety-Two Thousand One Hundred and Eight Dollars (\$192,108) in local match funds and certifies that these funds are available to complete the Project. Subrecipient is responsible for ascertaining that all local match funds are considered eligible pursuant to Federal law and regulations.

6. Reporting and Payment:

- a. On a quarterly basis, Subrecipient will provide SACOG with both a written report on the progress made on the Scope of Work (Exhibit A) and an invoice for reimbursement pursuant to Subsection 6.b. below. Invoices for contractual work completed through June 30<sup>th</sup> of a fiscal year must be submitted by July 31<sup>st</sup>. Subrecipient shall submit written invoices in triplicate to SACOG. Subrecipient's written progress report shall be completed on the required Caltrans form or other agency form to be provided by SACOG as shown on Exhibit D, and shall be for the periods ending March, June, September and December.
- b. Payments to Subrecipient hereunder will be made in arrears. Subrecipient will submit a detailed and properly documented invoice for reimbursement not more often than quarterly, which invoice will include the following: (i) a description of the work performed, (ii) a detailed accounting of costs incurred, and (iii) evidence that Subrecipient has already incurred costs for the Project using eligible, non-Federal funds in the amount of the Local Match. (See Appendix 2, Sample Invoice.)
- c. Subrecipient will be notified within ten (10) business days following receipt of its invoice by SACOG of any circumstances or data identified by SACOG in Subrecipient's invoice that would cause withholding of approval and subsequent payment. Subrecipient's invoice will include documentation of reimbursable expenses and billed items sufficient for SACOG, in its opinion, to substantiate billings. SACOG reserves the right to withhold payment of disputed amounts.
- d. SACOG will submit an invoice to the California Department of Transportation / Federal Transit Administration ("Caltrans") for approval and will make reimbursement payment to Subrecipient promptly following receipt of funds from Caltrans. Under no circumstances will SACOG be required to pay any amounts to Subrecipient prior to receipt of funds from Caltrans, nor will SACOG pay more than the amount reimbursed by Caltrans.
- e. Subrecipient agrees that the "Contract Cost Principles and Procedures," 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, and "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR, Part 200, will be used to determine the allowability of individual items of cost.
- f. Subrecipient also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."
- g. Subrecipient shall comply with, and shall require its subcontractors to comply with, the requirements for non-State employee travel and subsistence (per diem) expenses found in the California Department of Transportation ("Caltrans")

Travel Guide, Non-State Employee Travel (referencing the current California Department of Personnel Administration rules) at the following link: <http://www.dot.ca.gov/hq/asc/travel/index.htm>. Lodging rates shall not exceed rates authorized to be paid non-State employees unless written verification is supplied that such rates are not commercially available to Contractor and/or its subcontractors at the time and location required as specified in the Caltrans Travel Guide Exception Process.

- h. Any costs for which payment has been made to Subrecipient that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*; 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by Subrecipient to SACOG.
- i. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, will contain all of the provisions of Subsections 6 (e) through 6 (g) above.

7. Independent Contractor: The Subrecipient, and the agents and employees of the Subrecipient, in the performance of this Agreement, will act as and be independent contractors and not officers or employees or agents of SACOG. Subrecipient, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit SACOG to any decision or course of action, and will not represent to any person or business that they have such power. Subrecipient has and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Subrecipient in the performance of work funded by this Agreement. Subrecipient will be solely responsible for all matters relating to the payment of its employees and contractors including, but not limited to, compliance with all laws, statutes, and regulations governing such matters.

8. Termination:

- a. SACOG may terminate this Agreement for any reason, with or without cause, at any time, by giving Subrecipient fifteen (15) days written notice. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Subrecipient at the address indicated in Section 16 below.
- b. If either party issues a notice of termination, SACOG will reimburse Subrecipient for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 6 and less any compensation to SACOG for damages suffered as a result of Subrecipient's failure to comply with the terms of this Agreement.
- c. Subrecipient may terminate this Agreement for any reason, with or without cause, at any time, by giving SACOG fifteen (15) days written notice. The notice will

be deemed served and effective on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to SACOG at the address indicated in Section 16. SACOG will make payment to Subrecipient through the date of termination, subject to the provisions of Section 6 above including, but not limited to, the provisions of Subsection 6.d.

9. Assignment: The parties understand that SACOG entered into this Agreement based on the Project proposed by Subrecipient. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by the Subrecipient either in whole or in part.

10. Binding Agreement: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. Time: Time is of the essence in this Agreement and will follow the timeline set forth in the scope of work (Exhibit A), unless modified pursuant to Section 12.

12. Amendments: No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.

13. Contractors and Subcontractors: Subrecipient will be fully responsible for all work performed by its contractors and subcontractors.

- a. SACOG reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
- b. Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:
  - (1) Comply with applicable State and Federal law requirements that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, the Drug-Free Workplace Act, and "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR, Part 200.
  - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
  - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Subrecipient or any subcontractor in performing work associated with this Agreement or any part of it.

- (4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- (5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
- (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 26 below.

14. Indemnity: Subrecipient shall defend, indemnify and hold harmless SACOG, its officers and employees from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, whether incurred by SACOG's staff attorneys or outside attorneys, arising out of or resulting from the performance of this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of Subrecipient, its officers, directors, agents, employees, volunteers, invitees, subconsultants, or subcontractors.

SACOG shall defend, indemnify and hold harmless Subrecipient, its officers and employees, from and against all demands, claims, actions, liabilities, losses, damages and costs, including payment of reasonable attorneys' fees, whether incurred by Subrecipient's staff attorneys or outside attorneys, arising out of or resulting from the performance of this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of SACOG, its officers, directors, agents, employees, volunteers, invitees, subconsultants, or subcontractors.

It is the intention of Subrecipient and SACOG that the provisions of this section be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, invitees, subconsultants or subcontractors. It is also the intention of Subrecipient and SACOG that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, invitees, subconsultants, or subcontractors.

15. Audit, Retention and Inspection of Records:

- a. SACOG or its designee will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any contractors or subcontractors. Subrecipient agrees to provide SACOG or its designee with any relevant information requested and will permit SACOG or its designees access to its

premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable Federal and State laws and regulations. Subrecipient further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

- b. If so directed by SACOG upon expiration of this Agreement, the Subrecipient will cause all Records relevant to the Scope of Work to be delivered to SACOG as depository.

16. Project Managers: SACOG's Project Manager for this Agreement is Kacey Lizon, unless SACOG otherwise informs Subrecipient. With the exception of notice of termination sent by certified mail pursuant to Section 8 (c) above, any notice, report, or other communication required by this Agreement will be mailed by first-class mail to the SACOG Project Manager at the following address:

Kacey Lizon,  
Sacramento Area Council of Governments  
1415 L Street, Suite 300  
Sacramento, California 95814  
Telephone: (916) 340-6221  
E-mail: klizon@sacog.org

Subrecipient's Project Manager for this Agreement is Greg Sandlund, unless Subrecipient otherwise informs SACOG. With the exception of notice of termination sent by certified mail pursuant to Section 8 (a) above, any notice, report, or other communication to Subrecipient required by this Agreement will be mailed by first-class mail to:

Greg Sandlund  
City of Sacramento  
300 Richards Boulevard, 3<sup>rd</sup> Floor  
Sacramento, CA 95811  
Telephone: (916) 808-8931  
E-mail: gsandlund@cityofsacramento.org

17. Successors: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

18. Waivers: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of SACOG to enforce at any time the provisions of this Agreement or to require at any time performance by the Subrecipient of these provisions, will in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of SACOG to enforce these provisions.

19. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Subrecipient assures SACOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA, including but not limited to those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38.

20. Compliance with Non-discrimination and Equal Employment Opportunity Laws: It is SACOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations, (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. SACOG does not discriminate on the basis of race, color, sex, creed, religious creed, national origin, age, marital status, ancestry, medical condition, disability (including HIV and AIDS), sexual orientation or gender identity in conducting its business. SACOG prohibits discrimination by its employees, subrecipients, contractors and consultants.

Subrecipient assures SACOG that it complies with, and that Subrecipient will require that its contractors and subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Subrecipient to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

- a. Subrecipient and its contractors and subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued.
- b. Subrecipient and its contractors and subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Subrecipient and its contractors and subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Subrecipient and its contractors and subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. Subrecipient and its contractors and subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial

of family and medical care leave and pregnancy disability leave. Subrecipient and its contractors and subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient and its contractors and subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- d. Subrecipient and its subcontractors shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. Subrecipient and its contractors will include the provisions of this Section 21 in all contracts to perform work funded under this Agreement.

21. Drug-Free Certification: By signing this Agreement, Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, *et seq.*) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The person's or the organization's policy of maintaining a drug-free workplace;
  - (3) Any available counseling, rehabilitation, and employee assistance programs; and
  - (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Subrecipient who works under this Agreement will:
  - (1) Receive a copy of Subrecipient's Drug-Free Workplace Policy Statement; and

- (2) Agree to abide by the terms of Subrecipient's Statement as a condition of employment on this Agreement.

22. Union Organizing: By signing this Agreement, Subrecipient hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Subrecipient will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Subrecipient will not meet with employees or supervisors on SACOG or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

23. Prohibition of Expending State or Federal Funds for Lobbying:

- a. Subrecipient certifies, to the best of his or her knowledge or belief, that:
  - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- c. Subrecipient also agrees by signing this Agreement that he or she will require that the language of this certification be included in all lower tier contracts and subcontracts.

24. Prevailing Wage and Labor Requirements.

- a. Should Subrecipient award any construction contracts utilizing Federal funds under this Agreement, Subrecipient agrees to comply with all pertinent statutes, rules and regulations promulgated by the Federal government including, but not limited to, (i) prevailing wage requirements of the Davis Bacon Act (40 U.S.C. §276a, *et seq.*) and related regulations (29 CFR Part 5); (ii) anti-kick back and payroll records requirements of the Copeland “Anti-Kickback” Act (40 U.S.C. §276c and 18 U.S.C. §874) and related regulations (29 CFR Part 3); and (iii) workweek computation and overtime requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) and related regulations (29 CFR Part 5).
- b. Should Subrecipient award any “public work” contract, as defined by California Labor Code Section 1720, utilizing State funds under this Agreement, Subrecipient agrees to comply with all pertinent California statutes, rules, and regulations including, but not limited to, prevailing wage provisions of Labor Code Section 1771.
- c. Any contract or subcontract entered into as a result of this Agreement will contain all of the provisions of this section.

25. Disadvantaged Business Enterprise (DBE) Assurances by SACOG: SACOG has signed the following assurances, applicable to all U.S. Department of Transportation (DOT) assisted contracts: SACOG shall not discriminate on the basis of race, color, national origin, or sex in the award or performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 Code of Federal Regulations (CFR) Part 26. SACOG shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. SACOG’s DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in the Agreement. Implementation of the SACOG DBE Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to SACOG of any failure to carry out its approved program, DOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801, *et seq.*)

26. Disadvantaged Business Enterprise (DBEs) Participation by Subrecipient and its Contractors: This Agreement is subject to, and Subrecipient agrees to comply with, Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs.” DBE’s and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with Federal funds; however, DBE participation is not a condition of award. Subrecipient agrees to complete the

SACOG DBE Information Form so that SACOG may compile statistics for Federal reporting purposes. The SACOG DBE Information Form is attached hereto as Exhibit B and incorporated herein by this reference.

- a. Non-Discrimination: Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by Subrecipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as SACOG deems appropriate.
- b. Prompt Payments to DBE and Non-DBE Subcontractors: Subrecipient shall insert the following clauses in any contract funded under this Agreement:
  - (1) Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment Contractor receives from Subrecipient. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Subrecipient. This clause applies to both DBE and non-DBE subcontracts.
  - (2) Contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Subrecipient. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by Subrecipient agency. If Subrecipient makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. This clause applies to both DBE and non-DBE subcontracts.

In the event Contractor fails to promptly return retainage as specified above, Subrecipient shall consider it a breach of this Agreement, which may result in the termination of this Agreement or other such remedy as Subrecipient agency deems appropriate including, but not limited to, administrative sanctions or penalties, including the remedies specified in Section 7108.5 of the California Business and Professions Code.

- (3) The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

- c. Records: Subrecipient shall maintain records of all contracts and subcontracts entered into with certified DBEs and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE contractor, subcontractor or vendor and the total dollar amount actually paid each DBE contractor, subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to SACOG.
- d. Termination of a DBE: In conformance with 49 CFR Section 26.53:
- (1) Subrecipient shall not permit its contractor to terminate a listed DBE subcontractor unless the contractor has received prior written authorization from Subrecipient's Project Manager. Subrecipient's Project Manager will authorize termination only if the Project Manager determines that the contractor has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).
  - (2) Prior to requesting Subrecipient's authorization to terminate and/or substitute a DBE subcontractor, the contractor shall give notice in writing to the DBE subcontractor, with a copy to Subrecipient, of its intent to request termination and/or substitution, and the reason for the request. The DBE subcontractor shall have five days to respond to the contractor's notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why Subrecipient should not approve the contractor's action. Subrecipient may, in instances of public necessity, approve a response period shorter than five days.
  - (3) If a DBE subcontractor is terminated or fails to complete its work for any reason, the contractor shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
- e. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify the Subrecipient in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify the Subrecipient in writing with the date of certification. The contractor shall then provide to SACOG's Project Manager written documentation indicating the DBE's existing certification status.
- f. Noncompliance by Subrecipient. Subrecipient's failure to comply with any requirement of this Section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

Any contract entered into by Subrecipient as a result of this Agreement shall contain all of the provisions of this Section.

27. Non-Liability of SACOG: SACOG shall not be liable to Subrecipient or any third party for any claim for loss of profits or consequential damages. Further, SACOG shall not be liable to Subrecipient or any third party for any loss, cost, claim or damage, either direct or consequential, allegedly arising from a delay in performance or failure to perform under this Agreement.

28. Debarment Responsibilities: Subrecipient agrees that it will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.

29. Governing Law and Choice of Forum: This Agreement will be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement will be brought in the Superior Court of Sacramento County.

30. Integration: This Agreement represents the entire understanding of SACOG and Subrecipient as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.

31. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

32. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

33. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

34. Ownership; Permission: Subrecipient represents and warrants that all materials used in the performance of the Project work, including, without limitation, all computer software materials and all written materials, are either produced and owned by Subrecipient or that all required permissions and license agreements have been obtained and paid for by Subrecipient. Subrecipient will defend, indemnify and hold harmless SACOG and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

35. Counterparts: This Agreement may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument.

36. Amendments Required by Federal or State Agencies: If the FTA, FHWA, Caltrans, or any other Federal or State agency having jurisdiction, requires a change to the terms of this Agreement, and SACOG and Subrecipient agree, SACOG and Subrecipient will amend this Agreement as necessary, or will terminate it immediately.

37. Ambiguities: The parties have each carefully reviewed this Subrecipient Agreement and have agreed to each term and condition herein. No ambiguity will be construed against either party.

38. Press Releases: Each party will obtain other party's prior written approval of any press releases, or other public outreach materials, that include any reference to such other party or such other party's logo.

39. FFATA Requirements: Subrecipient agrees that it will comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA), including U.S. OMB guidance, "Reporting Subaward and Executive Compensation Information," 2 C.F.R. Part 170, [75 Fed. Reg. 55670 - 55671, September 14, 2010]. Subrecipient's compliance shall include the reporting, record retention, and access requirements set forth in Exhibit "E," attached hereto and incorporated herein.

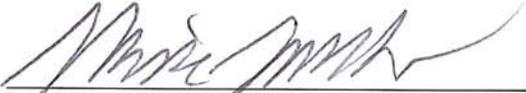
40. Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and 176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d)) and 40 CFR part 93 ("Clean Air requirements"). Subrecipient agrees to report each Clean Air requirement violation to SACOG and understands and agrees that SACOG will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

41. Disputes: Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be submitted in writing to a committee consisting of SACOG's Contracts Administrator and Chief Operations Officer. This Committee may consider the written information or additional verbal information submitted by Subrecipient at the request of the Committee. A determination shall be made by the Committee within 10 business days. In the event that Subrecipient disputes the Committee's determination, Subrecipient may request review by SACOG's Chief Executive Officer of unresolved claims or disputes, other than audit, not later than 30 days after completion of all work under the Agreement. The Subrecipient's request for review must be submitted in writing. Neither the pendency of a dispute, nor its consideration by the Committee, will excuse Subrecipient from full and timely performance in accordance with this Agreement.

*(Signature page to follow)*

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE FIRST APPEARING ABOVE:

**SACRAMENTO AREA COUNCIL  
OF GOVERNMENTS**



MIKE McKEEVER  
Chief Executive Officer

**CITY OF SACRAMENTO**

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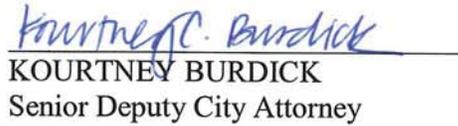
RYAN DEVORE  
Director of Community Development

APPROVED AS TO FORM:



RENNE SLOAN HOLTZMAN SAKAI  
Legal Counsel to SACOG

APPROVED AS TO FORM:



KOURTNEY BURDICK  
Senior Deputy City Attorney

RECOMMENDED BY:



KACEY LIZON  
Planning Manager

## EXHIBIT A

### SCOPE OF WORK

Pilot Program for Transit-Oriented Development Planning  
Project Title: Streetcar Toolkit – Stitching Together Two River Cities through TOD

The following work plan, tasks and deliverables focus on developing a Toolkit of policy and regulatory changes to remove barriers and facilitate Transit-Oriented Development (TOD) in the comprehensive planning area around the Streetcar project. Key staff are: Principal and Senior Planners for the City of Sacramento and SACOG. The timeline set forth below for each deliverable assumes a June 2016 start.

#### Tasks

##### **1. Update plans and guidelines.**

Subrecipient staff will work with a consultant to prepare a Downtown Specific Plan and revised design guidelines to better align with the city's priorities for TOD around the Streetcar.

*Deliverables 1.1, 1.2 and 1.3: Revised Specific Plans and Design Guidelines, Architectural Standards, September 2018*

##### **2. Create development standards.**

Sacramento will craft development standards to speed TOD in the Streetcar corridor. Subrecipient will consult with staff of Sacramento Regional Transit (RT) to help address the interface between adjacent private projects and Streetcar stations, wires and tracks.

*Deliverables 2.1 and 2.2: Development Standards, Streetcar Interface Engineering Standards, September 2018*

##### **3. Assess and update zoning codes.**

Subrecipient will consult with advisory groups on revisions to the City of Sacramento's Planning and Development Code and processes that would facilitate and encourage TOD projects around the Streetcar.

*Deliverables 3.3: City Code Changes, September 2018*

##### **4. Survey historical resources.**

Subrecipient will engage an expert to help select and survey sites in the older historic neighborhoods in the Streetcar corridor to inform environmental review in Task 6.

*Deliverable 4.1: Historical Resources Surveys, September 2018*

## **5. Assess infrastructure.**

The Streetcar runs through older neighborhoods. Subrecipient will engage a consultant to study infrastructure needs to support Streetcar TOD and develop a financing plan. The study will also assess green infrastructure such as bio swales that could reduce capacity demand. City staff and consultants will use the respective infrastructure studies to assess fee structures and analyze the potential for public infrastructure improvements and other public incentives to eliminate barriers to private investment and encourage TOD.

***Deliverables 5.1 and 5.2: Sacramento Infrastructure Study and Financing Plan, September 2018***

## **6. Analyze potential gentrification/displacement.**

Subrecipient currently has a no-net loss policy for Single Room Occupancy hotels (SROs), and Multi-family Lending Guidelines, administered by the Sacramento Housing and Redevelopment Agency (SHRA), whose top two priorities are preservation of subsidized housing at risk of losing affordability restrictions, and rehabilitation of existing regulated units. In this task, Subrecipient will consult with SHRA, as part of an outreach effort, will assess potential displacement of housing with expiring affordability contracts and other low cost rentals, and develop recommended affordability preservation strategies for at-risk SROs and other regulated and non-regulated housing around the Streetcar. Subrecipient will examine improvements to households' access to essential services and how local jurisdictions can assist at-risk and lower income residents in overcoming barriers to opportunities on both sides of the river.

***Deliverable 6.1: Analysis of housing displacement and strategy recommendations, September 2018.***

## **7. Complete review under the California Environmental Quality Act.**

Subrecipient will review the Project in compliance with the California Environmental Quality Act, so as to facilitate efficient environmental review of TOD projects anticipated to occur in the next 10 to 20 years in Sacramento's Streetcar planning area. To this end, Subrecipient will consult with RT Planning staff to identify the most favorable locations for development.

***Deliverable 7.1: Master EIR, September 2018***

## **8. Involve the private sector and community.**

Subrecipient will undertake significant outreach to engage stakeholders in the various work plan tasks, including through:

- Consultations, meetings, and workshops with stakeholders and residents, including outreach to lower-income residents coordinated with affordable housing providers and neighborhood organizations.

- An Advisory Group composed of property owners, private developers, affordable homebuilders, consultants, and other experts to help identify potential revisions to each city's requirements and project approval processes that would significantly facilitate infill development in the Streetcar corridor.

***Deliverable 8.1: Documentation of Advisory Committee and outreach meetings/input, September 2018***

**10. Prepare summary document.**

This document will introduce and summarize the Streetcar Toolkit, including why it was developed and lessons learned.

***Deliverables 10.1: Summary document, September 2018***

**BUDGET:** The amount to be paid to Subrecipient under this Agreement will not exceed Seven Hundred and Fifty Thousand Dollars (\$750,000), unless agreed to in advance by the parties pursuant to a written amendment. ***The Budget for the Scope of Work, including break down by Task and Deliverable, is attached.***



<b>FTA TOD Pilot Program Scope of Work</b>	<b>City of Sacramento Deliverable</b>	<b>Grant Award</b>	<b>Matching Funds</b>	<b>Subrecipient Total</b>
<b>Task 1. Update plans and guidelines to speed TOD in streetcar corridor</b>		\$50,000	\$12,500	\$62,500
Deliverable 1.1 Revised Design Guidelines	Yes			
Deliverable 1.2 Analysis of interaction of Existing/Future Land Uses and Streetcar	Yes			
Deliverable 1.3 Architectural Standards	Yes			
<b>Task 2. Create development standards (both, but engineering standards for West Sac specifically) to speed TOD in streetcar corridor</b>		\$10,000	\$2,500	\$12,500
Deliverable 2.1 Development Standards (private realm)	Yes			
Deliverable 2.2 Streetcar Interface Engineering Standards (public realm)	Yes, but limited to general principles/guidelines			
<b>Task 3. Assess and update zoning codes (revisions to codes and processes that would facilitate and encourage TOD around streetcar)</b>		\$10,000	\$2,500	\$12,500
Deliverable 3.1 Parking Study	No			
Deliverable 3.2 Revise Urban Parking Standards	No			
Deliverable 3.3 Zoning Code Changes	Yes			
<b>Task 4. Select areas and conduct historical resources surveys</b>		\$75,000	\$18,750	\$93,750
Deliverable 4.1 Historical Resource Survey within 1/2 mile of streetcar corridor	Yes			
<b>Task 5. Assess infrastructure needs, financing and incentives (corridor is defined as 1/2 mile from streetcar line)</b>		\$200,000	\$50,000	\$250,000
Deliverable 5.1 West Sacramento TOD Density Incentives	No			
Deliverable 5.2 Sacramento Infrastructure Study and Financing Plan	Yes			
<b>Task 6. Analyze potential displacement/gentrification (SHRA assess potential displacement of housing with expiring affordability contracts and other low cost rentals).</b>		\$5,000	\$1,250	\$6,250



Deliverable 6.1 Displacement/Gentrification Analysis and Strategy Recommendations	Yes			
<b>Task 7. Develop Master EIR</b>		\$280,000	\$74,608	\$354,608
Deliverable 7.1 Master EIR	Yes			
<b>Task 8. Conduct outreach with private sector and community</b>		\$100,000	\$25,000	\$125,000
Deliverable 8.1 Documentation of Advisory Committee and Outreach Meetings	Yes			
<b>Task 9. Manage grant</b>		\$0	\$0	\$0
<b>Task 10. Prepare summary document introducing the toolkit, why it was developed and lessons learned</b>		\$20,000	\$5,000	\$25,000
Deliverable 10.1. Summary document that introduces and explains use of deliverables 1.1 through 8.1	Yes			
<b>TOTAL:</b>		<b>\$750,000</b>	<b>\$192,108</b>	<b>\$942,108</b>



**EXHIBIT B**  
**DISADVANTAGED BUSINESS ENTERPRISE INFORMATION FORM**

**Background**

The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR). It is the policy of the Sacramento Area Council of Governments (SACOG), the California Department of Transportation ("Caltrans"), and the U.S. Department of Transportation that DBE's have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal transportation funds. A certified DBE may participate in the performance of SACOG contracts as a contractor, subcontractor, joint venture partner, or as a vendor of material or supplies.

**Requirements and Purpose of Form**

The awardee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Even if no DBE participation will be reported, the awardee shall check the "No DBE Participation" option below (Option #1), and sign and return this form.

**Resources**

The California Unified Certification Program (CUCP) may be used for DBE certification and to identify firms eligible to participate as DBE's. The CUCP database may be accessed on-line at <http://www.californiaucp.com> If you believe a firm is certified but cannot locate it in the CUCP database, you may contact the CalTrans Office of Certification toll free number 1-866-810-6346 for assistance. If you do not have internet access, you may order a written directory of certified DBE firms from the CalTrans Division of Procurement and Contracts/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

**DBE Participation Information**

*(Awardee must check at least one of the options below, provide required information regarding certified DBE's, and sign this Information Sheet on page 3)*

**Option #1 - No Certified DBE participation proposed for this contract.**

**Option #2 - It is proposed that the following DBE(s) be used on this contract:**  
*(Please attach an additional sheet if necessary)*

BAE Urban Economics, Inc.  
Name of Certified DBE

14806  
DBE Certification No.

2600 10th Street, Suite 300  
DBE Address

510-547-9380  
DBE Telephone No.

Berkeley, CA 94710

mkowta@bae1.com  
DBE E-Mail Address



Outreach and Communications

Description of services or materials to be provided by DBE

**Submitted by:**

\_\_\_\_\_  
**Signature**

**Date**

\_\_\_\_\_  
**Print Name and Title**

\_\_\_\_\_  
**Name of Contractor, if different than signatory**



**EXHIBIT C**

**QUARTERLY PROGRESS REPORT**

**Division of Transportation FTA Planning Grant Program**

**Quarterly Report Statement for**

**District/Quarter:** DOT/Federal Transit Administration  
**District Grant Manager:** Benjamin Owen (202) 366-5602  
**(name/phone)** \_\_\_\_\_  
**Project Title:** \_\_\_\_\_  
**Grant Applicant:** \_\_\_\_\_  
**Grant Program & FY:** \_\_\_\_\_  
**Date funds were encumbered:** \_\_\_\_\_  
**Project End Date:** \_\_\_\_\_

	<b>Grant Funds (%)</b>	<b>Local Match (%)</b>	<b>Estimated % of Project Completed to Date</b>	<b>% of Total Amount Expended to Date</b>
<b>Total Authorized</b>	\$	\$	%	%
<b>Funds Expended to Date:</b>	\$0	\$0	0%	0%
<b>Balance Available:</b>	\$	\$		

1. Project status/general comments this quarter (progress, problems encountered, etc.)
  
2. Identify Community-Based Organizations involved in the project this quarter.
  
3. Discussion/evaluation of public participation efforts this quarter.
  
4. List of documents/materials forwarded to HQ this quarter (contacts, agreements, final reports, etc.).

**EXHIBIT D****Reporting, Record Retention, and Access Requirements  
(Federal Funding Accountability and Transparency Act – FFATA)**

1. Requirement for Data Universal Numbering System (DUNS) Number.

Subrecipient shall provide its Data Universal Number System (DUNS) number to SACOG. A DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently at 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
2. Reporting of First-Tier Subawards.
  - a. SACOG is required to report each action that obligates \$25,000 or more in Federal funds, not including Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5), to <http://www.frs.gov> no later than the end of the month following the month in which the obligation is made. SACOG is required to report, and Subrecipient shall provide to SACOG, the following information regarding the Subrecipient and the award:
    - i. Name of entity receiving award
    - ii. Amount of award
    - iii. Funding agency
    - iv. NAICS code for contracts / CFDA program number for grants
    - v. Program source
    - vi. Award title descriptive of the purpose of the funding action
    - vii. Location of the entity (including congressional district)
    - viii. Place of performance (including congressional district)
    - ix. Unique identifier of the entity and its parent; and
    - x. Total compensation and names of top five executives, if applicable.
  - b. Upon execution of this Subrecipient Agreement, Subrecipient shall promptly provide SACOG with all information necessary to facilitate SACOG's compliance with the FFATA reporting requirements.
3. Reporting Total Compensation of Subrecipient Executives.
  - a. Subrecipient shall report to SACOG the names and total compensation of each of Subrecipient's five most highly compensated executives for Subrecipient's preceding completed fiscal year, if in Subrecipient's preceding fiscal year, Subrecipient received:
    - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Federal Funding Accountability and Transparency Act (FFATA), as defined at 2 C.F.R. § 170.320 (and subawards); and

- ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the FFATA (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a), 78o(d), or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- iv. Total compensation means the cash and noncash dollar value earned by the executive during the Subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

I. Salary and bonus.

II. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

III. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

IV. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

V. Above-market earnings on deferred compensation which is not tax-qualified.

VI. Other compensation, if the aggregate value of all such other compensation (*e.g.* severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- 4. Subrecipient shall for a minimum of three years after execution of this Agreement, maintain intact and readily accessible all data, documents, reports, records, subagreements, leases, third party contracts, and supporting materials related to the Project as the Federal Government may require.

5. Subrecipient shall permit, and require its subawardees to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, SACOG, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Subrecipient and its subawardees pertaining to the Project, as required by 49 U.S.C. § 5325(g).
6. Project Closeout. Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.

**Federal Funding Accountability and Transparency Act (FFATA) Form**

**Requirements and Purpose of Form**

In accordance with the reporting requirements by the Federal Funding Accountability and Transparency Act (FFATA), including U.S. OMB guidance, it is the policy of the Sacramento Area Council of Governments (SACOG) that Subrecipients shall provide the following information, which information will be reported by SACOG for FFATA compliance purposes:

1. Name of Entity Receiving Award: City of Sacramento (subrecipient)
2. Amount of Award: \$750,000
3. Funding Agency: Federal Transit Administration
4. Data Universal Numbering System (DUNS) Number: 827814299
5. NAICS Code: 925120
6. CFDA Program Number: 20.500
7. Program source: Federal Transit Capital Investment Grant Funding
8. Award title descriptive of the purpose of funding action: The Streetcar Toolkit -  
Stitching Together Two River Cities through TOD
9. Location of Entity (including congressional district): Sacramento, CA. Cong.Dist. CA-006
10. Place of Performance (including congressional district): Dwntwn Sac. Cong.Dist. CA-006
11. Unique Identifier of the Entity and its Parent: Comm. Dev. Dept., City of Sacramento
12. Total compensation and names of top five executives, if applicable: \$ \_\_\_\_\_
  - a. Executive name: John F. Shirey, City Manager, \$242,146
  - b. Executive name: James C. Sanchez, City Attorney, \$212,376
  - c. Executive name: John Dangberg, Assistant City Manager, \$180,413
  - d. Executive name: Samuel Somers Jr., Police Chief, \$175,553
  - e. Executive name: Leyne Milstein, Director of Finance, \$145,674

Subrecipient hereby represents that all of the foregoing information is true and correct.

**Submitted by:** Greg Sandlund

\_\_\_\_\_  
**Signature**

Greg Sandlund, Senior Planner  
**Print Name and Title**

\_\_\_\_\_  
**Name of Contractor, if different than signatory**

\_\_\_\_\_  
**Date**

## APPENDIX 1

### A. ADDITIONAL FEDERAL REQUIREMENTS

As applicable, Subrecipient shall comply with the following:

#### 1. **FTA Circular C 4220.IF, Third Party Contracting Requirements**

This Circular sets forth the requirements a grantee shall adhere to in the solicitation, award and administration of its third party contracts;

#### 2. **FTA Circular C 5010.ID, Grant Management Guidelines**

This Circular provides guidelines and management procedures for Metropolitan Planning grants, Capital Program grants and Urbanized Area Formula grants for assistance programs of the FTA after award;

#### 3. **FTA Circular C 8100.IC, Program Guidance and Application Instructions for Metropolitan Planning Grants**

This Circular provides application instructions and program guidance instructions for the preparation of Metropolitan Planning Program grant applications for funds authorized by 49 U.S.C. 5303.

### B. ADDITIONAL SUBRECIPIENT RESPONSIBILITIES

Subrecipient shall comply with the following:

**1. PROJECT MANAGEMENT AND ADMINISTRATION:** The Subrecipient shall designate a person as Subrecipient Project Manager who is primarily responsible for the execution of the grant. Subrecipients and Subrecipient Project Managers have the following responsibilities:

1. Inform SACOG of any issues that arise with the projects, at the earliest possible time, to insure that the projects are completed on schedule and within budget;
2. Submit accurate and complete invoices. These invoices shall show the costs incurred, in detail. If there are staff costs they shall show the name(s) of the staff, their hourly pay rates, fringe benefit rates and costs, and overhead rate, if applicable. The invoices shall also show the billing period, project number and title, year to date budget and costs and the remaining budget for each project ;
3. Provide a report, self-certification and supporting documentation of local (non-federal)/in-kind match;
4. Obtain approval of indirect rates through submittal of Indirect Cost Rate Proposals prior to seeking reimbursement and provide SACOG with a copy of the approved rate from Caltrans or Federal Cognizant Agency;
5. Develop the scope of work for projects involving contractors;
6. Review the consultant's work products and providing progress reports;
7. Recommend approval of payment of invoices from the consultant, promptly; and
8. Provide estimates to complete projects and the estimated completion date.







Requires Council Approval:  No  YES Meeting:

Real Estate  Other Party Signature Needed  Recording Requested

General Information

Form with fields: Type: Professional Services Formal Bid-Prof Service, PO Type, Attachment: Original No., Original Doc Number, \$ Not to Exceed: \$ 1,872,541.25, Other Party: Environmental Science Associates (ESA), Project Name: Downtown Specific Plan, Deed: None/Included/Separate, Project Number: 121005300, BidTransaction #: , E/SBE-DBE-M/WBE:

Department Information

Department: Community Development Division: Planning
Project Mgr: Greg Sandlund Supervisor: Jim McDonald
Contract Services: Susanne Cook Date: 5/18/16 Division Mgr: Kate Gillespie
Phone Number: 916-808-5375 Org Number: 21001222
Comment:

Review and Signature Routing

Table with columns: Department, Signature or Initial, Date. Rows for Project Mgr, Accounting, Contract Services, Supervisor, Division Manager.

Table with columns: City Attorney, Signature or Initial, Date. Row for City Attorney.

Send Interoffice Mail Notify for Pick Up

Table with columns: Authorization, Signature or Initial, Date. Row for Choose Director, Department Director, City Mgr.

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk Processing Finalized: Initial: Date: Imaged: Initial: Date: Received: (City Clerk Stamp Here)

PROJECT #: I21005300  
PROJECT NAME: Downtown Specific Plan  
DEPARTMENT: Community Development  
DIVISION: Planning

CITY OF SACRAMENTO

**PROFESSIONAL SERVICES AGREEMENT \***

**THIS AGREEMENT** is made at Sacramento, California, as of \_\_\_\_\_, by and between the **CITY OF SACRAMENTO**, a municipal corporation (“CITY”), and

Environmental Science Associates  
Attn: Brian Boxer  
2600 Capitol Ave., Suite 200  
Sacramento, CA 95816  
916-564-4500

(“CONTRACTOR”), who agree as follows:

- 1. Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager’s authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
- 2. Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
- 3. Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

---

\* This form to be used for all professional services, except professional services related to a construction project and professional services performed by architects, landscape architects, professional engineers, or professional land surveyors.

4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

For: John F. Shirey, City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

**Attachments**

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Non-Discrimination in Employee Benefits

**CONTRACTOR:**

Environmental Science Associates  
NAME OF FIRM

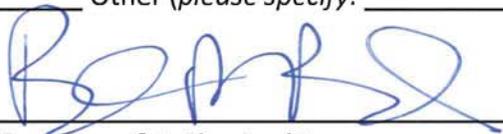
94-1698350  
Federal I.D. No.

201-8186-3  
State I.D. No.

78746  
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

- Individual/Sole Proprietor
- Partnership
- Corporation *(may require 2 signatures)*
- Limited Liability Company
- Other *(please specify: \_\_\_\_\_)*

  
Signature of Authorized Person

Brian D. Boxer, Senior Vice President  
Print Name and Title

\_\_\_\_\_  
Additional Signature *(if required)*

\_\_\_\_\_  
Print Name and Title

**DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

Name of Contractor: Environmental Science Associates

Address: 2600 Capitol Avenue, Suite 200, Sacramento, CA 95816

The above named Contractor (“Contractor”) hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the “Requirements”) attached hereto as Exhibit E.
2. As a condition of receiving this Agreement, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento’s Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the “Ordinance”).
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
  - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

- c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
  - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
  - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
  - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
  - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
  - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
  - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by

authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

  
\_\_\_\_\_  
Signature of Authorized Representative

May 12, 2016  
\_\_\_\_\_  
Date

Brian D. Boxer  
\_\_\_\_\_  
Print Name

Senior Vice President  
\_\_\_\_\_  
Title

## EXHIBIT A

### PROFESSIONAL SERVICES AGREEMENT

#### SCOPE OF SERVICES

#### 1. Representatives.

The CITY Representative for this Agreement is:

Susanne Cook, Administrative Analyst  
300 Richards Blvd., 3rd Floor  
Sacramento, CA 95811  
916-808-5375; scook@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

Environmental Science Associates  
Brian Boxer, Senior Vice President  
2600 Capitol Avenue, Suite 200  
Sacramento, CA 95816  
916-564-4500; bboxer@esassoc.com

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. **Insurance.** Insurance requirements are specified in Exhibit D, Section 11.

3. **Conflict of Interest Requirements.**

A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term "designated employees" is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be "consultants" under the Political Reform Act. The term "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

The CITY's Conflict of Interest Code requires designated employees, including individuals who qualify as "consultants", to file the following statements of economic interests:

- (1) An “assuming office” statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;
- (2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and
- (3) A “leaving office” statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY’s Conflict of Interest Code also requires individuals who qualify as “consultants” under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

- B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are “consultants” within the meaning of the Political Reform Act and the CITY’s Conflict of Interest Code:  yes  no *[check one]*

If “yes” is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as “consultants”;
- (2) Cause these individuals to file with the CITY Representative the “assuming office” statements of economic interests required by the CITY’s Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and “leaving office” statements of economic interests, as required by the CITY’s Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

**4. Scope of Services.**

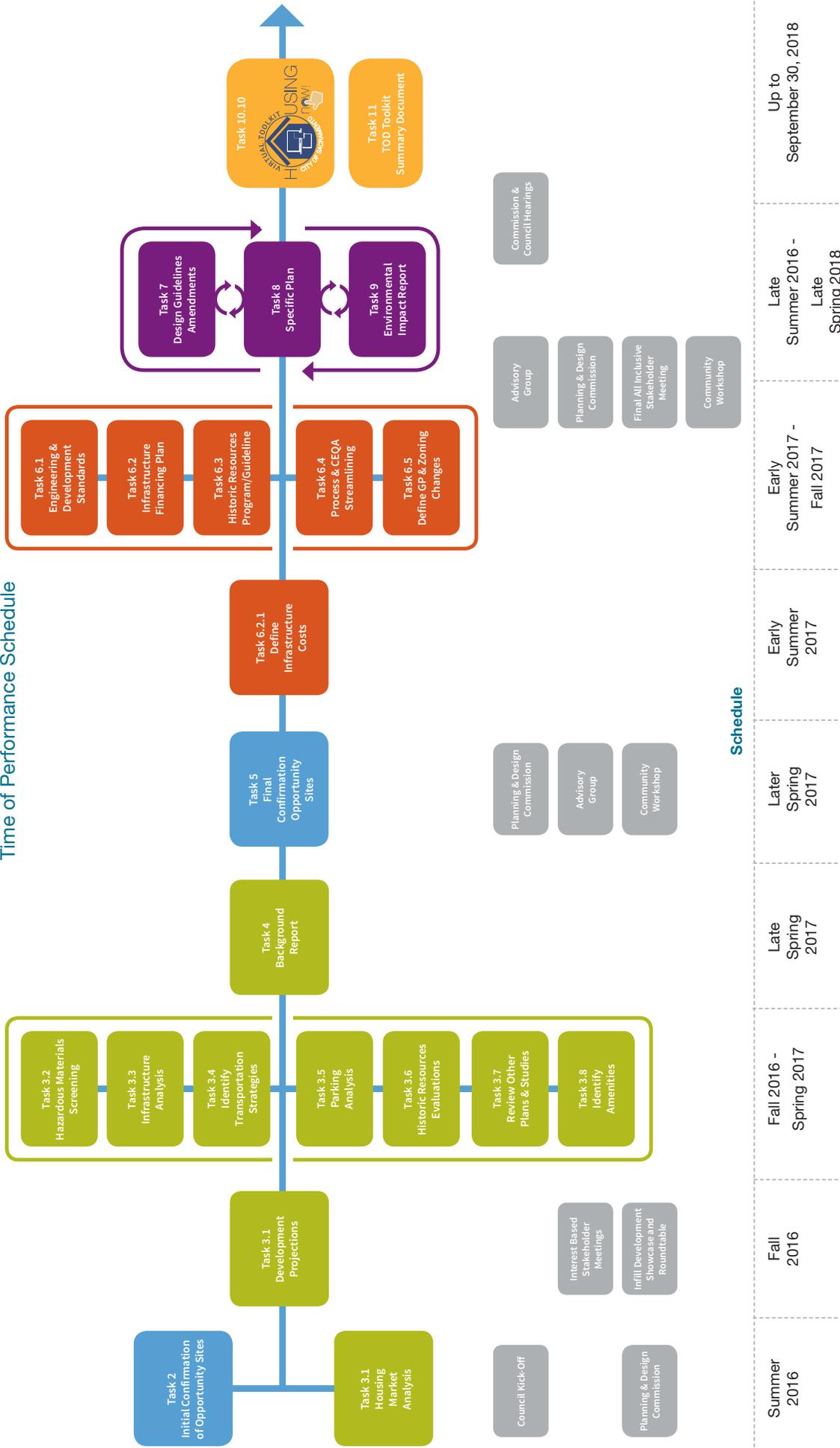
“CONTRACTOR shall perform the services set forth in Attachment 1 to Exhibit A. In addition, CONTRACTOR shall comply with, and require its subcontractors to comply with, all requirements imposed on City’s contractors under the agreement between the City and the Sacramento Area Council of Governments, titled, “Sacramento Area Council of Governments Subrecipient Agreement with the City of Sacramento for the Streetcar Toolkit – Stitching Together Two River Cities Throughout TOD,” which is attached as Attachment 2 to Exhibit A. ”

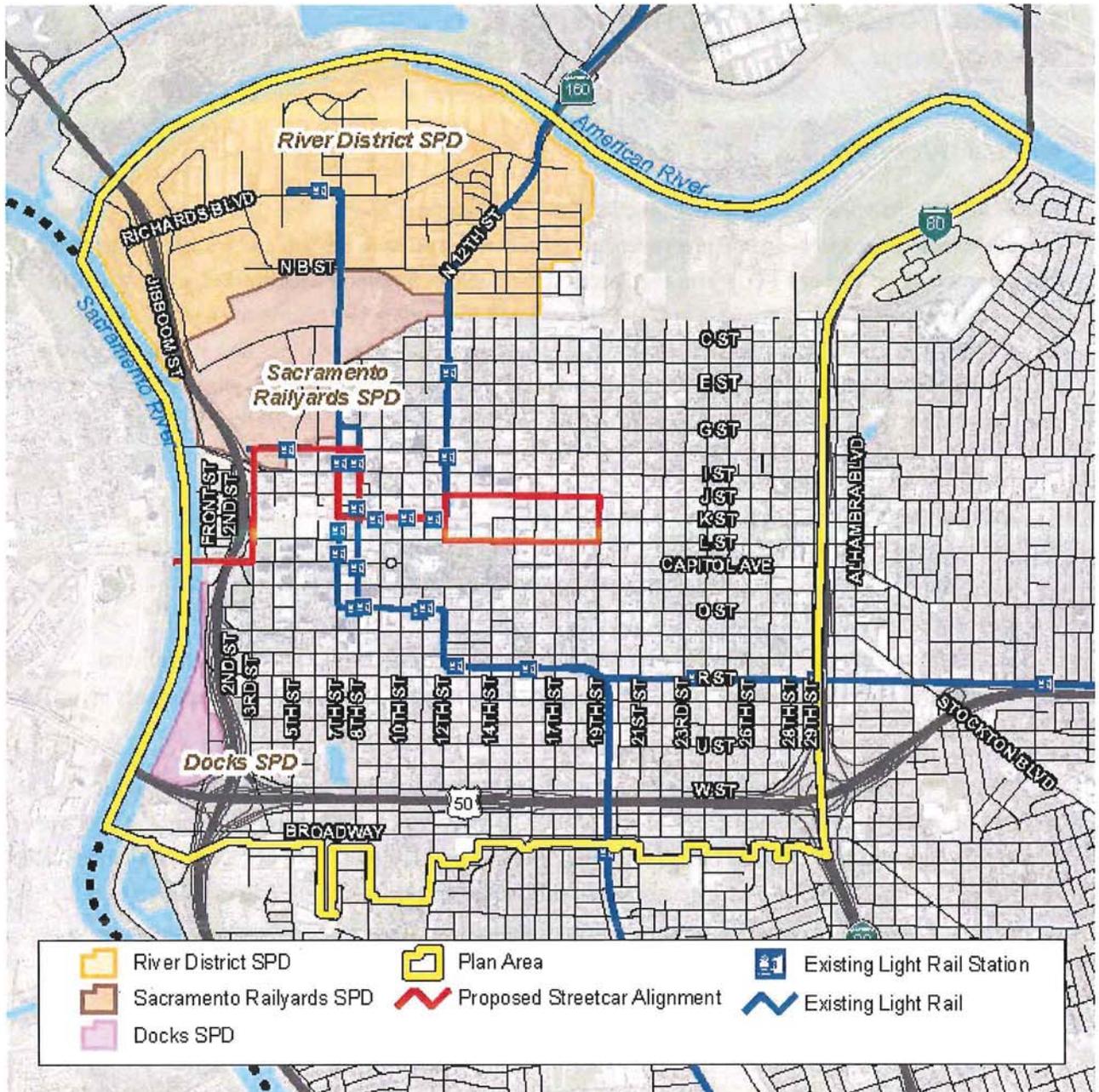
**5. Time of Performance.**

*The services shall be performed as provided in Attachment 1 to Exhibit A.*

Sacramento Downtown Specific Plan

Time of Performance Schedule





## KEY TERMS DEFINED

“Downtown Specific Plan Area” means area bounded by both sides of Broadway, Business 80 and the American and Sacramento Rivers. The plan area excludes Old Sacramento and the River District, Railyards, and Docks Specific Plan areas. The plan area does not include any land north of B Street.

“Opportunity Sites” means a parcel or conglomeration of parcels selected for their high potential for development. These sites will be analyzed to determine: growth and infrastructure capacity; historically significant structures; and environmental concerns.

“Technical Advisory Committee” means a group composed of representatives of City departments and outside agencies.

## TASK 1 PROJECT INITIATION

### Task 1.1 Gather Data

The ESA Team will identify and compile pertinent studies, reports, plans, maps, GIS files, and other data that will be necessary to inform preparation of the Downtown Specific Plan (DSP). It is anticipated that the City staff will either directly provide the information, or identify appropriate resources or contacts where it can be obtained. The ESA Team will identify any potential data gaps and will work with the City to address those gaps.

The ESA Team will also create a geospatial database in ArcGIS 10 to store, analyze, and map relevant data provided by the City and data readily available and obtained by ESA to prepare the DSP and EIR. The GIS database will be added to throughout the process to allow for efficient storage, analysis and mapping of data. Additionally, ESA will provide the City with all map documents, graphics, and the associated database for its continued use and future updating upon completion of the project, and will coordinate with the City to ensure that all data and mapping are easily transferable and comply with City standards.

**Deliverables.** List of data needs and gaps; GIS database

### Task 1.2 Attend Kick-Off Meeting

ESA and City staff will hold a kick-off meeting within 30 days of the effective date of the agreement in order to: 1) discuss the City’s objectives for the work program; 2) review the scope of work and schedule to assure a common understanding of project deliverables, methodologies, expected outcomes, and responsibilities; 3) review protocols for communications with City staff, regular management/progress meetings/calls, staff working sessions, and review of work products; 4) finalize the public outreach plan,

including confirmation of City and ESA Team responsibilities; and 5) identify and begin to prioritize the major issues to be addressed as part of the planning effort.

**Deliverables and Key Meetings.** Attend Kick-Off Meeting; Draft and Final Schedule

### **Task 1.3 Lead Walking Tour**

Torti Gallas will lead a walk audit (walking tour) of the proposed street-car alignment through the DSP Area, to familiarize the team with the route and identify field conditions which may enable or hinder the evolution of Transit Oriented Development (TOD) and the use of transit. During this time, Torti Gallas will photograph, measure and take note of existing conditions, which will be useful in developing standards going forward. It is assumed that City and ESA Team staff will attend.

Among the things documented along the walking tour will be the following

- Typical frontages – private and public
- Building types
- Typical thoroughfares and their associated characteristics
- Architectural characteristics
- Landscape characteristics, etc.

**Deliverables and Key Meetings.** Torti Gallas and ESA Team staff attendance of walking tour; Photographs, measurements and notes.

## **TASK 2 INITIAL CONFIRMATION OF OPPORTUNITY SITES**

### **Task 2.1 Review of City Opportunity Sites**

ESA will review the initial opportunity sites identified by the City. The City will provide ESA with GIS files of the initial opportunity sites, the criteria used to define the opportunity sites, and other relevant information used by the City in analyzing and selecting the sites.

### **Task 2.2 Soliciting Developer/Landowner Requests**

ESA will assist City staff to solicit developers/landowners within the DSP Area for input on potential opportunity sites and if they have any plans for development. This may result in revisions (additions and/or deletions) to the original set of opportunity sites identified by the City. Developer and landowner input will be obtained through the following process:

- Refine and document the criteria used to determine inclusion as an initial opportunity site. (City lead)

- Send letters to all major landowners and developers in the DSP Area. (ESA to prepare sample letter template; City to send letters)
- Allow a set time for landowners/developers to complete and submit a standard response form. (City to collect forms; ESA to catalog responses)
- Meet with landowners/developers to discuss their individual opportunity sites, when requested. (ESA lead; City to attend)
- Review responses received. (City and ESA)
- Meet with the City to discuss responses and decide which requests meet the criteria and should be included as an initial opportunity site. (City and ESA)
- Revise list of initial opportunity sites. (City and ESA)

ESA will draft a sample letter and standard response form for the City staff to send to the major landowners and developers in the DSP Area. ESA will facilitate and participate in up to eight (8) meetings anticipated to last one (1) hour each with landowners/developers (such meetings may include groupings of landowners/developers as appropriate). ESA will also participate in one working session with City staff to discuss the responses received and decide which requests meet the criteria and may be included as initial opportunity sites. ESA staff will catalog responses received, and the budget assumes up to 32 hours will be allocated for this. It is assumed the City staff will provide a final list and GIS files of the opportunity sites identified through this process.

**Deliverables.** Draft and Final Sample Letter (electronic only); Draft and Final Standard Response Form (electronic only); Attend up to eight (8) one-hour meetings; Participate in one ESA/City working session

**Task 2.3 Review and Screening of Initial Opportunity Sites**

ESA will review City identified opportunity sites (including those identified in Task 2.1) with City staff as well as partner agencies such as Sacramento Housing and Redevelopment Agency (SHRA), Sacramento Area Council of Governments (SACOG) and Regional Transit (RT). Based upon this review, some sites may be further screened out, and others added, given their anticipated ability to accommodate new residential development and achieve project, City and agency objectives.

EPS will review the identified opportunity sites, as well as other viable locations for housing and supporting commercial development, considering factors such as location, transit service, visibility, access, parcel size and characteristics, allowable densities/intensities, parking requirements, General Plan land use policies, and other relevant considerations. EPS will assist in assessing and categorizing the sites by accounting for such factors as availability and cost of land, cost of utilities, proximity to employment centers and civic amenities. As part of this task, ESA will generally define the development potential for each of the opportunity sites based on data provided by the City. This data includes the acreage and maximum density and FAR for each opportunity site.

It is anticipated that the City staff may review the initial opportunity sites with the Planning Commission and/or City Council to ensure concurrence with, or desired revisions to, the initial opportunity sites prior to moving forward with the preparation of subsequent technical studies (Task 3). City staff will provide a final list and GIS files of the initial opportunity sites, which will form the basis of the subsequent studies identified in this scope.

**Deliverables and Key Meetings.** Final opportunity site criteria (electronic only); EPS input on initial opportunity sites (electronic only); Table of Development Potential (electronic only); Attend up to three (3) meetings with partner agencies and City staff

### **TASK 3 TECHNICAL STUDIES**

#### **Task 3.1 Prepare Housing Market Analysis**

BAE will prepare a Housing Market Analysis Report that will support preparation of the DSP. The Housing Market Analysis task will be broken into two phases, as follows:

Phase 1 of the Housing Market Analysis will begin with a Demographic and Economic Overview that will profile the population, household, and economic conditions within the DSP Area, and compare them to similar data for the City as a whole and a larger regional study area, with a focus on identifying those unique characteristics of the DSP Area that will have implications for future housing demand. BAE will also conduct an existing real estate conditions analysis, which will involve compilation and analysis of data regarding rental and for-sale housing real estate market trends and conditions for the Study Area, City, and regional study area. This will include analysis of available data, as well as interviews with residential real estate brokers, property owners, managers, and developers. Although not the focus of the analysis, BAE will also review and discuss relevant office and retail real estate conditions within the DSP Area, with regard to how the current conditions and trends in these sectors may affect future demand for housing in the DSP Area. BAE will request from the City a listing of all significant currently planned and proposed residential, retail, and office development projects within the DSP Area and the City as a whole. BAE will provide a Phase 1 Market Analysis work product that contains the above analysis that will be incorporated into Task 4 Background Report.

Phase 2 of the Housing Market Analysis will involve the projections of housing demand that could be captured in the DSP Area, including the 10 and 25-year demand projections, broken down by income level. For the Phase 2 Housing Market Analysis work, BAE will review past residential growth trends and available growth projections for the DSP Area, the City, and the regional comparison area, in conjunction with information about the currently planned and proposed projects obtained in Phase 1. BAE will also survey the planning departments in up to 5 peer cities, to be identified in consultation with City staff, to ascertain their trends in downtown housing development, and to identify factors contributing to the development of downtown housing as a proportion of overall housing development in the last 10 years. The goal of these peer city case studies will be to identify patterns in other comparable cities that can

provide an indicator of the level and type of demand for downtown housing that Sacramento could expect, and to identify what conditions would be most conducive to Sacramento supporting robust development of housing within the central city.

BAE will utilize the available information to develop estimates of the demand for new housing units that could be expected to be captured within the DSP Area during the 10-year and 25-year period. Based on the prevailing demographic and household trends, as well as the particular characteristics and trends seen within the DSP Area, as distinct from citywide and regional trends and characteristics, BAE will estimate the types of residential unit that could be expected within the Downtown Specific Plan (DSP) area, in terms of ownership versus rental and general density types by tenure. BAE will outline financial and regulatory incentives that the City of Sacramento could consider in order to attract housing to the DSP Area. BAE will also estimate the extent to which lower-income renter households reside within the DSP Area, and will assess the risk of displacement of these households due to factors such as redevelopment of lower-cost rental properties, or increasing market rental rates that could become unaffordable.

This analysis will draw on the analysis of available data, including published data and information on planned and proposed projects, input from stakeholder outreach efforts outlined in Task 10, and interviews that BAE will conduct with real estate brokers, managers, and representatives of residential properties in Phase 1, and the peer city case studies.

BAE will prepare a Draft Housing Market Analysis that incorporates the Phase 1 work product and the additional research and analysis conducted in Phase 2. BAE will submit the Draft Housing Market Analysis review and comment. Based on one consolidated set of comments, BAE will prepare and submit a Final Housing Market Analysis for the City's consideration. BAE will review and revise as directed by the City.

**Deliverables and Key Meetings.** Attend up to six (6) meetings with City staff, Technical Advisory Committee (TAC), and decision-makers; Draft and Final Housing Market Analysis (electronic only)

### **Task 3.2 Prepare Hazardous Materials Screening**

Geocon will perform a Phase I Environmental Site Assessment (ESA)-level overview study for the DSP Area that inventories, profiles, and categorizes the initial opportunity sites. It is assumed that there will be no more than 100 opportunity sites for this study. This study can be used as a reference to understand where the greatest and least environmental challenges exist and as a base document for preparing stand-alone Phase I ESA reports as needed for specific properties.

This overview could also be used to summarize area-wide, ubiquitous concerns for urban areas that are on the regulatory agencies' radar when properties undergo redevelopment and that could impact residential development. These ubiquitous environmental concerns include lead in paint on structures

and in surrounding soil, asbestos in structures, and termiticides, polychlorinated biphenyls (PCBs), and polynuclear aromatic hydrocarbons (PAHs) in soil.

The Phase I ESA overview study will include the following tasks as described below:

#### **Task 3.2.1 Opportunity Site Inventory**

Geocon will build an inventory of opportunity sites beginning with available information from the City for each opportunity site. This inventory will form the basis of the Phase I ESA overview study and will be used to begin populating a “project master spreadsheet” that lists each site and provides basic site information including:

- Planning district or neighborhood;
- Site address;
- Assessor’s Parcel Number;
- Acreage or square footage;
- Current land use/zoning;
- Current development; and
- Other information desired by City staff.

#### **Task 3.2.2 Site Profiling**

This task will consist of reviewing and compiling available environmental information for the opportunity sites themselves as well as information for adjacent or nearby (within 1/8 mile) properties/facilities that have the potential to impact the opportunity sites. To develop a profile for a site Geocon will obtain and review readily available agency records, historical information, and perform a drive-by/walk-by reconnaissance of each site to observe and document current conditions. Following are summaries of four aspects of the site profiling process.

**Agency Records.** Geocon will order a report of federal, state, and local agency databases pertaining to the use, storage, disposal and release of hazardous substances and/or petroleum products from Environmental Data Resources (EDR), an environmental records search firm. Typically of greatest interest and concern are the records of known releases or the presence of features and equipment that could be the source of a release of hazardous substances or petroleum products such as underground storage tanks (USTs). Geocon will summarize information from the various databases for the sites and adjacent or nearby of the sites on the project master spreadsheet.

**Historical Information.** Geocon will obtain historical information including Sanborn fire insurance maps, historical aerial photographs and topographic maps, and an abstract of city directories. Sanborn maps in particular provide detailed, annotated drawings of site development dating back to the late 1800s. Aerial photos (dating back to 1947) and topo maps (dating back to the late 1800s) also help us to discern

past site development. City directories list names of property owners and businesses which can be indicative of past land uses with the potential to have used, stored, or disposed of hazardous substances and/or petroleum products. Geocon will summarize pertinent historical information from these sources on the master spreadsheet.

**Site Reconnaissance.** Geocon will perform a reconnaissance of each site to assess the potential presence of hazardous materials, hazardous wastes, or soil and/or groundwater impacts on the site. These indicators may include drums, USTs, aboveground storage tanks, chemical containers, waste storage and disposal areas, industrial facilities, discolored surficial soils, electrical transformers that may contain PCBs, and areas conspicuously absent of vegetation. Unless site access is provided, Geocon will observe each site from adjacent streets, sidewalk, alleys, or publically accessible properties. Geocon will also perform a visual survey of adjacent properties from public thoroughfares to observe general types of land use surrounding each site.

**Interviews with Knowledgeable Site Persons.** Geocon will interview persons familiar with current and past site uses of the sites (if any) for information regarding the use, storage, disposal, or release of hazardous substances and/or petroleum products.

#### **Task 3.2.3 Site Ranking**

ESA will develop a ranking system regarding the level of environmental concern for each opportunity site based on the known or suspected recognized environmental conditions (RECs) identified by the profiling process. The ranking will be based on a point system assigning points for available records, historical information, and our observation during the site reconnaissance. The more concerns, the higher the points, the higher the ranking, which would be conveyed as point value ranges and equate to a ranking of “high”, “moderate”, or “low”. Geocon will report the ranking results as described in Task 3.2.4 Report of Findings.

#### **Task 3.2.4 Report of Findings**

The Phase I ESA overview study will be reported primarily through the project master spreadsheet which will present the site inventory and the results of site profiling (ranking). However, Geocon will also visually convey the ranking in a project overview map that plots the sites and color codes their ranking. The report will provide a written description of the overview process and findings of site profiling process. The report will also provide recommendations for “next steps” which may include further assessment and cleanup necessary to ready a site for residential use.

**Deliverables.** Draft and Final Phase I ESA-level Overview Study (2 hard copies and electronic)

#### **Task 3.3 Prepare Infrastructure Analysis**

NV5 will prepare an infrastructure analysis. Several infrastructure studies have been performed for the major development areas within the DSP, but not all of the approximately 100 residential project

opportunity sites to be studied with the DSP are anticipated to be completely contained within these previous studied areas. This infrastructure analysis assumes that 40 of the opportunity sites are located in areas with a previous infrastructure study. The remaining 60 opportunity sites would be in new locations that will require a detailed analysis.

Once the list of the residential opportunity sites is provided by the City, NV5 will examine the locations of each site. NV5 will then gather the infrastructure information available for those specific sites and make a determination if the infrastructure in the immediate area is adequate for the opportunity sites' anticipated development capacity or needs to be improved/upgraded. NV5 will coordinate with City Department of Utilities (DOU) staff to determine if there are any known deficiencies within the area of the opportunity sites. NV5 will also determine if DOU has any planned Capital Improvement Projects in the vicinity of the opportunity sites that may assist with the needs of the development. NV5 will then prepare an analysis of the infrastructure needs for each site and prepare a report with the findings of the analysis and recommendations for system improvements, as detailed below.

#### **Task 3.3.1 Research Existing Information**

NV5 will obtain and review the City's 2035 General Plan, infrastructure reports, master plans, master facility maps, environmental documents, analysis reports, record improvement drawings, as well as any improvement plans or reports for recent and current development in or near the project area. NV5 will also obtain the City's latest parcel-based GIS coverage of the area including existing utility system information to ensure our GIS data is up to date. NV5 intends to spend significant effort interviewing City staff to discover all available, pertinent information. Due to the desire to facilitate coordination of the infrastructure analysis, we recommend that technical committee meetings be held with the representatives of the City Departments for discussion of the areas infrastructure needs. Up to three meetings with City staff and one meeting with the Technical Advisory Committee (TAC) is anticipated for this task.

#### **Task 3.3.2 Base Mapping**

NV5 will review existing and proposed land uses in GIS that have been previously prepared, and update them, as required, by current conditions and by City staff. NV5 will utilize the City provided GIS information as the base for project mapping. NV5 will overlay the parcel base GIS coverage depicting approximate street rights of way and parcel lines. NV5 will use available digital ortho-rectified aerial photographic imagery only as necessary to provide overall project context for the project limits. NV5 will review record information available on the width and location of existing street rights of way and modify the base mapping exhibits as necessary. A separate exhibit coverage or layer will be generated for each infrastructure system to be analyzed, and appropriate service areas will be defined based upon the degree of subdivision that is required by each system analysis. A block by block will be the finest division analyzed, but may not be required or suitable for every system. One meeting with City staff is anticipated for this task.

### Task 3.3.3 Define Demands

The demands placed on the infrastructure will vary with each proposed residential opportunity site depending on the proposed land use density. It is anticipated that the City will provide a list of the approximately 100 residential opportunity sites with an overview of the project densities. This list together with the Streetcar corridor and commercial corridors will form the basis of our future demand forecasts. NV5 will develop the infrastructure demands based upon one set of land uses or densities, as defined by City staff. This demand definition will include both the possible projects and the potential opportunity sites. NV5 will work with City staff to identify such parcels to be included. Up to two meetings with City staff is anticipated for this task.

### Task 3.3.4 Analysis

Using the demand forecasts, NV5 will analyze the infrastructure needs and required improvements for the DSP Area. The primary focus will be on the Streetcar corridor, the commercial corridors, and the opportunity sites. A more general analysis will be done for the older, less dense residential areas. This effort will entail an analysis of existing infrastructure capacities. This analysis may be qualitative in nature for some infrastructure systems such as electrical power, natural gas, telecommunications, and cable television. Up to two meetings with City staff and the TAC is anticipated for this task.

The following is a brief description of the analysis for each infrastructure system:

**Sanitary Sewer System Analysis.** The project sanitary sewer needs are served by the City through a combined sewer/storm drain (CSS) system. The City currently experiences capacity problems within this system. Any projects that increase the sewer/storm drain flow will need to mitigate the impacts to the system. DOU has developed a new model of the CSS using the InfoWorks CS software. NV5 will coordinate with DOU to determine the known system deficiencies and make a determination of the impacts of the developed demands for the DSP Area. This analysis will include discussions with City staff, examination of any previous area studies performed, and consideration of potential net positive impacts that might result from alternative drainage system solutions proposed.

**Storm Drain System Analysis.** The majority of the storm drain system for the DSP Area contributes to the City's combined sewer/storm drain system. The storm drain analysis will primarily use the City's Sacramento Stormwater Management Manual (SSWMM) in conjunction with the Sewer System Analysis for the analysis impacts to the existing system.

NV5 will review the Basin 52 Master Plan and identify needs within the project area. The River District Specific Plan is largely served by Sump 111 for storm drainage. NV5 will review the River District Specific Plan and identify needs within the project area. The Railyards Specific Plan is proposing a new drainage system and pump station to serve this development area.

NV5 will evaluate alternative solutions to the storm drainage systems for the areas served by the CSS system that are consistent with the goals and policies of the planning document, then recommend probable physical solutions and discuss their variants.

**Water System Analysis.** Large sections of the existing City water system consists of small (6", 8" & 10") diameter water mains. NV5 will work with the City's Utilities Department to analyze the potential need to upsize this existing system to serve the future demands.

NV5 will examine the level of existing analysis of the flow capacity of the system. The introduction of numerous high density multi-story buildings of varying construction types and the added fire protection needs may require additional analysis. The level of viable analysis depends upon the level of existing information that is available. NV5 will work closely with DOU personnel to define a feasible level of analysis. The parties may agree to develop a computer model of the plan area system in the future, but such a model is not included in this scope of service. CONTRACTOR and City may agree to amend this agreement in the future, in accordance with the Sacramento City Code, to add the computer model to the scope of service. This would be a limited system model, consisting of the pipe system within the plan area.

**Natural Gas Service Analysis.** Pacific Gas & Electric (PG&E) owns and maintains the existing natural gas piping system within the study area. Both low pressure delivery and high-pressure distribution systems are present. NV5 will work with representatives from the service divisions of PG&E to determine the requirements needed to upgrade their system to serve projected increases in service demands. NV5 will also estimate the cost responsibilities between PG&E and development.

In past preliminary infrastructure assessments, PG&E has been reluctant to provide infrastructure capacity planning without a substantial design deposit. This reluctance can result in project delays. It may be necessary to assume conservative infrastructure improvements, in absence of PG&E participation. NV5 will not make any payment to any individual utility companies, other than minor costs for record information.

**Electrical Service Analysis.** SMUD serves the project areas electrical needs and their buildings and lands are part of the project area. NV5 will work with representatives from SMUD's service division to determine the requirements to serve the project area potential demands. NV5 will assist City staff in investigating the possibilities of SMUD incentive programs that may be available to enhance service or facilitate energy saving features consistent with 2035 General Plan goals.

**Telecommunications.** AT&T provides telephone service, and Comcast provides cable service to the project area. NV5 will work with the representatives of each utility provider to assess their needs within the service area. To enhance the viability of modern urban mixed land use communities, enhanced communications capability is a necessity. Planning must include provisions for future cabling or fiber optic lines.

For the “Dry Utilities” (gas, electric, cable, telephone) there exists the potential to provide a shared “joint” trench for the future undergrounding of the utility lines. NV5 will explore the potential to provide a more efficient design with the possible relocation of the systems and reduce costs by utilizing a single trench where feasible.

**Street Lights & Signal Lights.** The City of Sacramento provides street lighting and signalization lights to the DSP Area. NV5 will work with the City Transportation Department to identify the needs for new or upgraded signalized intersections within the DSP Area. Improvements to the street lighting along the Streetcar corridor and commercial corridors will also be identified.

**Green Infrastructure.** NV5 will examine the use of potential green infrastructure such as planter area bioswales, street tree biofiltration, etc. for the Streetcar corridor. The use of these types of facilities may be limited do to size and on-street parking constraints. NV5 will look for areas along the alignment were these measures could potentially be implemented.

**Street Trees and Curb Cuts.** NV5 will examine each of the proposed opportunity sites for potential conflicts with existing street trees and curb cuts. A list will be developed for the sites with a determination if any potential conflicts exist together with a comment on the specific concerns.

#### **Task 3.3.5 Recommendations**

NV5’s analysis of the infrastructure demands will identify improvements to the existing facilities that may be required for each system. From these basic infrastructure requirements, NV5 will prepare recommendations for integrated infrastructure systems to meet the needs of projected growth in the DSP Area. The analysis of the combined sewer system, storm drainage system, and water improvements may identify the need for improvements outside the DSP Area. The recommendations for all the systems will be based on existing facility constraints, ability to phase improvements, constructability, cost analysis, and engineering judgment. These recommendations will consider joint use of facilities, symbiotic relationships between infrastructure elements (i.e.; sewer, drainage, water), phasing, and other identified funding sources. BAE will provide input on the phasing plan. BAE’s focus will be to convey the findings regarding market demand and potential timing for absorption of the 10,000 housing units, so that infrastructure phasing can be geared accordingly.

The goal of the analysis will be to identify areas with infrastructure capacity to accommodate anticipated new growth as opposed to areas with potential obstacles to development. The recommendations will include a phasing plan for implementation of the improvements for the 10 year and 2035 horizons including a description, cost, and timing as development occurs. A priority list of the necessary improvements will be created to address existing deficiencies, accommodate the expected future development, provide the biggest bang for the buck, and enhance the overall development marketability of the DSP Area. Additionally, the analysis will identify the infrastructure needs and incentives for development near the future Streetcar routes.

When feasible, NV5 will address alternative technical solutions. Sustainable development practices will be discussed in an attempt to reduce impacts on the infrastructure systems and the environment. Such practices might include on site storage of storm drainage and wastewater for off-peak discharge, capture of roof drainage for use in on site landscape irrigation, utilization of alternative pavement materials to reduce heat gain, and shading and lighting to reduce energy consumption and light pollution. All of these considerations are in direct compliance with the 2035 General Plan's stated goals.

#### **Task 3.3.6 Sensitivity Analysis**

Certain locations within the DSP Area may contain fewer infrastructure deficiencies than other locations. NV5 will prepare a sensitivity analysis of the findings that determines which locations within the DSP Area contain the least infrastructure deficiencies. The locations will be generally grouped by corridor or opportunity site clusters within the DSP. The locations will be categorized from the least to the most deficiencies.

#### **Task 3.3.7 Report**

The analysis of infrastructure systems can be pursued system-by-system to some degree. However, several systems will be dependent on analysis of other systems, and therefore cannot be undertaken independently. NV5 intends to structure the report such that each chapter deals with one infrastructure system. This will facilitate preparation of interim technical memoranda on each individual infrastructure system as stand-alone preliminary reports, while still making progress on the final report form and content.

Each infrastructure system will be the subject of a separate chapter in the final report. Each chapter will include an introductory, background narrative describing the system, the existing facilities, the demand forecasts for new development, and the proposed infrastructure improvements. Each system will be subdivided into local geographical service area, as is warranted by the available data and the need to subdivide the system for purposes of clarity. NV5 will include exhibits depicting existing and proposed infrastructure and service area boundaries. The draft report may not include final recommendations, and will not include completed cost estimates, as these items will change as review by City staff occurs. Some systems and alternative infrastructure approaches are dependent on other infrastructure systems, and thus, final recommendations, required improvements, and cost estimates cannot be completed until sufficient progress is made on the dependent systems. One meeting with City staff and the TAC to present the draft report, and a second meeting to review the City's comments, is anticipated for this task.

Based on one consolidated set of comments, the final report will be prepared. An introduction to the report, an executive summary, and supporting appendices will be added. One meeting with City Staff and the TAC to present the findings of the report for this task.

**Deliverables and Key Meetings.** Attendance at ten (10) meetings with City staff; Attendance at four (4) TAC meetings; Interim technical memoranda on each individual infrastructure system; Draft and Final Infrastructure Analysis (2 hard copies; electronic format)

#### **Task 3.4 Identify Transportation Deficiencies**

The Transportation Team (Fehr & Peers/DKS Associates) will compile and map street light, traffic signal, and public transit data (e.g., bus/rail lines, stop locations, headways, service periods, etc.) in the vicinity of the opportunity sites and the planned streetcar alignment. This information, along with existing counts and travel forecasts prepared for Grid 2.0, will be used to conduct a sensitivity analysis that determines areas with the transportation capacity adequate to accommodate new growth and those areas with potential transportation deficiencies that could serve as obstacles to development. The areas will be generally grouped by corridor or opportunity site clusters within the DSP Area and will be categorized from the least to the most deficiencies.

**Deliverables.** Draft and Final Memorandum (electronic only)

#### **Task 3.5 Prepare Parking Summary and Policy Recommendations**

ESA will prepare policies related to parking for inclusion into the DSP by: reviewing the analysis completed by the City's Parking Management Division; reviewing recent changes to the City's parking code; and meeting with the City's Parking Manager to determine the current City efforts to more efficiently manage the existing parking supply. ESA will have one meeting with the City's Parking Manager to discuss the City's current efforts and studies.

**Deliverables.** Attendance at one (1) meeting with City's Parking Manager; Draft and Final Parking Policies (electronic only)

#### **Task 3.6 Prepare Historic Resources Evaluations**

ESA will request both a Records Search from the North Central Information Center of the California Historic Resource Information System (CHRIS) and a Sacred Lands File Search from the Native American Heritage Commission (NAHC), and review the Sacramento Register files. ESA will conduct a built environment, reconnaissance-level field survey of the DSP Area and will survey and document an estimated 200 parcels (opportunity site and R Street Corridor) via photography and field notes. ESA has assumed that from this survey, 75 parcels will include resources identified as potentially eligible for the National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), and/or Sacramento Register. A draft list of properties recommended eligible will be provided to the City electronically in Word format for review before the preparation of any subsequent documentation. Eligible properties will be documented on Department of Parks and Recreation 523 (DPR 523) A & B forms. The remaining resources presumed to be ineligible will be documented in a customized, streamlined format which will include address, assessor's parcel number, year of construction, current use, modifications/integrity, and a photograph. The format of this documentation, including potentially

confidential sites, will be reviewed and approved by the City Preservation Director prior to initiating this documentation. Maps of the project areas and locations of resources recommended eligible for the National Register of Historic Places (NRHP), California Register of Historic Resources (CRHR), and/or Sacramento Register will also be developed.

ESA will support the City's tribal consultations pursuant to SB18 and AB52 by assisting the City Environmental Planning Services staff in contacting the NAHC and preparing the initial contact letters. As formal government-to-government consultation is the purview of the City, ESA does not anticipate attending any tribal consultation meetings or conducting follow up contact with regards to the SB18 and AB52 consultations.

**Opportunity Sites.** This scope of work includes, after Task 3.6 work has identified eligible properties, review of an estimated 120 properties on the opportunity sites, where some of these parcels could be vacant other parcels could have more than one potentially historic resource. Archaeological sensitivity will be established through a comprehensive archival review for each opportunity site, which includes the Task 3.6 Records Search. Archival materials to be reviewed include Sanborn Maps, archaeological literature, existing archaeological reports and site records, and the City's 2035 General Plan Technical Background Report.

Paleontological sensitivity will also be established through a literature review. Because the opportunity sites are located within previously developed areas and surficial sediments are mapped as recent Holocene alluvial deposits, a field survey for paleontological resources will not be conducted. To determine the impacts to paleontological resources, ESA will review background literature, including a geological map review and review of pertinent geological and paleontological literature, in support of the paleontological section of the EIR and DSP.

**R Street Corridor Scope of Work.** In order to assess the expanded boundaries of the potential R Street Corridor Historic District, ESA will complete a historic survey of eligible resources along the R Street Corridor. To determine the eligibility of resources in this potential district ESA will review all existing documentation, survey the entire district, update the existing documentation on previously recorded resources, record newly surveyed resources via photography and field notes, and prepare a District Record and DPR 523 A&B forms on properties potentially eligible for the NRHP, CRHR, and/or Sacramento Register. While there are approximately 100 properties within the expanded boundary (bound by I-5, Capital City Freeway, Q Street, and S Street; not previously surveyed as part of the district) the majority of these properties are residential, which do not fit with the industrial/commercial context of the district. Additionally, others may be eliminated from inclusion because they do not fall within the period of significance. Therefore, ESA assume that up to 10 additional industrial/commercial properties will be evaluated for inclusion in the R Street Corridor Historic District or as individually eligible resources. Properties recommended ineligible will be documented in a streamline format, as detailed above.

ESA will prepare a draft cultural resources technical report documenting the findings of our research and survey for review by the City's Preservation Director. This report will include the DPR 523 forms for potentially eligible properties and an appendix in a customized, streamlined format described above. ESA will prepare the Cultural Resources sections of both the EIR and DSP using the aforementioned technical report.

An ESA Architectural Historian will attend up to two meetings with the City Preservation Director, other Community Development Department staff, and/or the City Preservation Commission to discuss the preliminary eligibility determinations for the Opportunity Sites and other properties in the R Street Corridor. An ESA Architectural Historian will communicate with the City's Preservation Director and other staff via email and phone as need to ensure clear communication.

**Deliverables and Key Meetings.** Attendance at two (2) meetings with City staff and/or Preservation Commission; Draft and Final Cultural Resources Technical Report, including DPR 523 forms and documentation of ineligible properties (electronic only)

### **Task 3.7 Review Other Plans and Studies**

ESA will identify and review plans and studies that have been completed or are currently being prepared relevant to future development in the Central City, as well as their relationship and relevance to the DSP. Plans and studies include those prepared by the City, SHRA, RT, SACOG, Sacramento Metropolitan Air Quality Management District (SMAQMD), Capitol Area Development Authority (CADA), the State Department of General Services (DGS), and other agencies. This information will be incorporated into the Background Report prepared under Task 4.

**Deliverables.** Information incorporated into Background Report

### **Task 3.8 Identify Amenities**

ESA and BAE, in coordination with City staff, will identify the type, amount and proximity of amenities needed to support the Downtown Housing Initiative, existing residents, and additional growth assumed under the 2035 General Plan. ESA and BAE will assess the suitability of existing amenities to support the planned new residential development and identify critical missing or underserved amenities, based on the types of residential development that are projected in the Central City. In addition to basic amenities such as parks, trails, open space, schools and cultural facilities, other amenities to be addressed include grocery stores, restaurants, retail, and services and their role in supporting residential real estate demand in the targeted areas as defined in the Housing Market Analysis. This will include consideration to amenities that are particularly important to lower-income households. Input received through the Community Workshops as described in Task 10 will also help to inform this effort. A working session will be held with staff to discuss amenities. It is anticipated that this working session will include City Parks Department staff, and Sacramento City Unified School District staff would attend a portion of the meeting.

**Deliverables and Key Meetings.** Attend one (1) working session with staff; Draft and Final Amenities Evaluation Memorandum (electronic only)

**TASK 4 BACKGROUND REPORT**

The ESA Team will prepare a Background Report that documents the DSP Area’s existing conditions, projected trends, anticipated and entitled projects, and regulatory framework. The Background Report will serve as the baseline for the DSP and will also serve as the framework for the Existing Setting in the EIR.

The main body of the Background Report will include the Environmental and Regulatory Setting of the EIR. Topics to be addressed include land use, population and employment, visual resources, air quality, global climate change, hydrology, geology, public services, utilities, historic and cultural resources, hazards and hazardous materials, noise, transportation, and energy. The transportation section will consist of the “State of the Grid” report developed as part of Grid 2.0 to document the existing condition of the transportation system and planned transportation improvements. Note this effort will not involve supplementing the content contained in the document, which would result in additional cost. In addition, as part of the Background Report, BAE will prepare a brief demographic, real estate, and economics existing conditions overview to support the Housing Market Analysis. ESA will also include a review of other relevant plans and studies that have been completed or are currently being prepared and their relationship to the DSP, as described in Task 3.7.

The Background Report will also include information generated from the various studies identified in this scope (Tasks 3.1 to 3.8) that include the Housing Market Analysis, Phase I ESA-level Overview Study, Infrastructure Analysis, Transportation Deficiencies, Parking Analysis, Cultural Resources Technical Report, and Amenities Evaluation Memorandum. These technical studies and memorandums will be included as separate appendices to the Background Report.

**Deliverables.** Draft Background Report (electronic only), and Final Background Report (electronic only)

**TASK 5 CONFIRM FINAL OPPORTUNITY SITES**

**Task 5.1 Refine Opportunity Sites**

ESA will review the initial list of opportunity sites with the City and refine the list based on the findings from the studies identified in Tasks 3.1 to 3.8. Factors to be considered in defining the final opportunity sites will include information related to the Housing Market Analysis, infrastructure capacity, presence of historic building stock, potential past contamination, neighborhood compatibility and design considerations, proximity to transit and amenities and parking availability, as well as input received from the various outreach strategies. Sites that are severely constrained and/or not anticipated to be available for construction within a 10-year horizon will be screened out from the list. The criteria used to

determine inclusion as an opportunity site may be refined as appropriate. Up to one working session will be held with partner agencies and staff to develop, review and confirm the ESA Team's findings and recommendations.

**Deliverables and Key Meetings.** Attendance of one (1) working session; Refined Opportunity Sites List (electronic only)

### **Task 5.2 Define Development Potential of Opportunity Sites**

Torti Gallas will review the refined list of opportunity sites defined in Task 5.1 and develop buildout scenarios for up to 50 sites. In order to accomplish this task, Torti Gallas will use its proprietary Town Information Modeling<sub>sm</sub> Process. With this system a 3D-digital model of existing conditions and possible buildout of the opportunity sites will be created with Civil 3D and Revit, and linked to a database that can keep schedules and track a precise calculation of square footage per floor, per buildings and per lot; impervious surface calculations; and other relevant information. If site coverage, setback lines, or any other features are changed over time, the model can be adjusted, and revised gross square footage calculations and other information immediately generated.

In examining the opportunity sites, Torti Gallas will begin with an analysis including a lot inventory (size and character), buildable area, design guidelines and codes crafted to date. This will not only feed into the preliminary 3D model, but provide a base line inventory. Torti Gallas will follow that exercise with input received from the Urban Land Institute's Infill Development Roundtable and other community outreach events, as discussed in Task 10 Public Outreach, related to factors such as building types, design considerations, and others. At this point, the model will be refined, new data generated, and performance characteristics evaluated. The third step will include refinement of the development standards and design guidelines being developed in Task 7, and inclusion into the Housing Now application (see Task 10.10).

A critical part of this activity is use of the Revit software to create the digital model of the area. This will allow for study of the opportunity sites in four-dimensions, e.g., the ability to study the movement of the sun and prevailing breezes through the site in order to propose guidelines that measure façade light, shadows and other factors that will assure a minimized environmental footprint of the proposed development.

Recognizing that the opportunity sites will support housing or mixed-use, Torti Gallas will bring its national experience in the area of market-rate and affordable urban housing to bear on this assignment, making sure that construction and building types are consistent with the market study. After creating the base model of existing conditions, the Opportunity Sites will be created as set of individual elements and for each site suggested building area height, FAR and land-use area, as well as other relevant site information will be provided. The final model will depict both the existing conditions and the proposed build out and will provide a tool for the work of Task 6. It may also serve as planning tool for the City to test future development scenarios.

**Deliverables and Key Meetings.** Attendance of one (1) working session; Development Potential of Opportunity Sites; 3D model of 50 sites (electronic only)

### **Task 5.3 Identify Final Opportunity Sites**

Based on the development potential identified, ESA will meet with City staff to finalize the opportunity sites that will be the basis of the DSP, Design Guidelines and EIR.

It is anticipated that the City staff may review the refined opportunity sites with the Planning Commission and/or City Council to ensure concurrence with, or desired revisions to, the final list of opportunity sites prior to moving forward with the preparation of subsequent tasks. City staff will provide any revisions to the final list of opportunity sites based upon decision maker input.

**Deliverables.** Attendance of one (1) working session; Final Opportunity Sites List (electronic only)

## **TASK 6 IMPLEMENTATION**

### **Task 6.1 Identify Engineering and Development Standards**

The Transportation Team (Fehr and Peers and DKS Associates) will review best practices related to the integration of streetcars in urban, multimodal environments, and will develop a set of recommended policies and design standards. This will include outreach to other jurisdictions with streetcar lines, such as Portland. Policies and standards will be developed addressing topics such as vehicular access, on-street parking, bicycle facilities and pedestrian treatments along and across streetcar lines including ADA access provisions. These policies and standards will be integrated into the DSP and/or presented as amendments to the Central City Design Guidelines, as appropriate, as directed by the City.

Torti Gallas will review all applicable policies, plan and regulatory documents including applicable Design Guidelines and create a matrix of “issues” that may create an obstacle to TOD either because of time, design or financial considerations. These issues will be considered and reflected in the DSP and/or Design Guidelines Amendments as appropriate.

A working session will be held with staff to discuss the draft standards.

**Deliverables and Key Meetings.** Attendance at one (1) working session; Draft Standards (electronic only); Final Standards (included as part of the DSP and/or Design Guidelines Amendments discussed in Tasks 7 and 8)

### **Task 6.2 Prepare Infrastructure Finance Plan**

#### **Task 6.2.1 Define Cost Estimates**

NV5 will prepare infrastructure cost estimates. Every infrastructure system cost estimate is made up of individual line items to which unit costs are applied. The level of detail, or granularity, of these individual

line items is a direct result of the level or degree of detail considered in the process of defining the systems. The approach to the infrastructure analysis is that of preliminary engineering infrastructure planning. NV5 will prepare cost estimates in the general format of a Capital Improvement Plan, identifying unit costs for major infrastructure, and then applying that cost to the anticipated quantities. To the extent that major infrastructure items such as pipelines are more or less uniform in cost per linear foot, per linear foot unit costs for the individual utility will be derived, then applied to the estimated quantities of that utility. This format will accommodate future modifications or expansions and form the basis of a Capital Improvement Program document. The cost estimates will be identified for the Streetcar area specifically as well as the larger DSP Area.

**Deliverables.** Draft and Final Cost Estimates (electronic only)

### **Task 6.2.2 Prepare Infrastructure Finance Plan**

EPS will prepare an Infrastructure Finance Plan, as described below.

**Integration of Other Plans and Studies.** Leveraging prior work completed, EPS will evaluate how the recommended financing mechanisms for the DSP should be integrated with similar mechanisms established for the River District Specific Plan and under consideration for the Railyards Specific Plan. Similarly, EPS will evaluate the degree to which any elements from the Docks Area Specific Plan financing strategy should be incorporated as part of the current undertaking. Finally, the infrastructure financing program will also consider and make recommendations regarding existing fee programs (e.g., the Richards/Railyards/Downtown Nexus Study) and any existing or potential City-wide development impact fees. Particular consideration will be given to City objectives to improve private sector certainty, administrative feasibility, and to avoid highly discrepant cost burdens between different areas of the City.

**Compile Improvement Cost Estimates.** EPS will use the preliminary cost estimates defined in Task 6.2.1 and funding sources already committed to the public improvements (e.g., fee program funding or other mechanisms). EPS and NV5 will document these improvements in a spreadsheet-based format with accompanying exhibits allowing EPS to then aggregate of cost estimate by type of improvement and subarea for structuring the draft Financing Plan. EPS will work with City staff to evaluate maintenance requirements for open space, parking structures, and other public facilities potentially required in the Project that may require special financing mechanisms. EPS will compile a list of net improvement costs as the basis for the Financing Plan analysis.

**Allocate Improvement Costs and Examine Initial Cost Burden.** EPS will initially prepare a Cost Burden Analysis that evaluates the relationship between major public improvements and land values. This analysis will provide initial feasibility indicators by examining whether the collective sum of impact fees, Special Taxes, and backbone infrastructure can be reasonably expected to be supported by planned housing and other expected development (based on agreed upon assumptions regarding scale and type of commercial development).

This initial evaluation will determine whether infrastructure cost burdens are within industry standards of feasibility (i.e., whether the financial capacity of the projected housing supply is sufficient to finance the improvements). As part of this initial look, EPS will distribute the cost of required infrastructure and public facilities to specific land uses based on 1) the demand for each improvement generated by each land use, and 2) the ability of various land uses to absorb costs.

**Formulate Financing Strategy.** EPS will prepare a financing strategy articulating the sources and uses of funds necessary to achieve the public improvements and policy objectives in the financial capacity of proposed development. The strategy will specify the financial responsibilities of the public and private participants in the DSP Area. If appropriate, EPS will establish the requisite findings to implement a DSP Area Fee.

EPS will develop a financial model to conduct a multi-phased sources and uses of funds analysis showing required improvements, associated costs, and potential funding sources. If the financing strategy includes implementation of a DSP Area fee, the Finance Plan will also provide the required nexus findings to implement the fee.

To the extent that existing mechanisms are unable to finance improvements and related maintenance costs, EPS will consider a variety of other Project-specific financing mechanisms that may include the following options: area-specific development impact fees (and related reimbursement agreements); special assessments and taxes (e.g., Mello-Roos Community Facilities Districts [CFDs]); Tax Increment Financing; private contributions and exactions; Statewide Community Infrastructure Program; and other funded sources (i.e., the State of California or regional planning bodies).

EPS will select financing mechanisms for the DSP based on financing principles, statutory and legal considerations, and industry standards regarding who typically pays for what, the timing of public improvements relative to private development, commitments regarding the availability of public-sector funding, and negotiation-based preferences of stakeholders. As part of this analysis, EPS will calculate the land-secured financing capacity to assess the level of funding that could be generated by mechanisms such as Mello-Roos CFDs (considering limitations associated with voter-approval requirements). Other potential funding sources include a DSP impact fee program, developer mitigations, joint public/private financing of certain improvements, and tax increment financing through either emerging redevelopment tools (i.e., AB 2 or an Enhanced Infrastructure Financing District). EPS will coordinate with the existing EIFD formation efforts led by the Economic Development Department.

EPS will consider for inclusion in the draft finance plan all currently available sources of funding for capital improvements, including planned general obligation and revenue bond issues, existing citywide fees, and specific Project dedication or mitigation requirements. EPS will conduct this review in light of any specific financing constraints or requirements, including affordable housing mitigation requirements and any limitations on revenue generated from publicly owned land.

The strategy will also include recommended methods for addressing capital funding shortfalls, as appropriate, including modifications to land use and phasing strategies. Above all, this task will engage the team in a multi-disciplinary effort to optimize the project with the goals of minimizing initial public investments and maximizing the long-term financial feasibility of Downtown Sacramento.

A key issue to be addressed will be the best method by which to initiate development, in order to market to multiple market segments, but keep initial capital expenditures to a minimum. To this end, EPS will work with the City to develop an effective infrastructure phasing strategy married to appropriate public financing concepts. As part of this process, EPS will consider the feasibility of debt financing in relation to the appreciating land values and property-based revenues available. This feasibility analysis will reference underwriting criteria applied to financing mechanisms by the municipal financing industry.

**Confirm Financial Feasibility.** EPS will evaluate the impact of the infrastructure cost burdens on the overall financial feasibility of the private real estate development components of the DSP in the context of the proposed land use program. EPS will base this analysis on the estimates of finished real estate values for private development, as provided by the team.

Where cost burdens appear to present potential barriers, EPS will apply more stringent feasibility testing to ensure that key development prototypes are positioned to succeed to the extent possible, given market and other factors affecting value. EPS will test financing approaches in the context of pro forma analysis. Information from the DSP market analysis will be utilized to test the feasibility of recommended financing strategies to ensure that related policies support the feasible development of a wide range of prototypes within opportunity sites and other areas.

To the extent that initial cost allocations appear infeasible based on industry standards and more detailed feasibility testing, EPS will evaluate alternate allocations and other measures (e.g., cost reductions or re-phasing).

**Prepare Infrastructure Finance Plan Draft and Final Documents.** The steps outlined above will be used to prepare a DSP Infrastructure Finance Plan that shows the implementation steps required to use existing and to create new proposed financing mechanisms. The Finance Plan will specify the amount and timing of financial responsibilities of the public and private participants in developing the DSP.

EPS will present the DSP Infrastructure Finance Plan to City staff and as part of the community outreach process to convey the proposed strategy and receive input from community groups and private sector developer interests.

The initial deliverable will be a draft DSP Infrastructure Finance Plan. Based on one set of internal staff comments, EPS will produce a Public Review Draft DSP Infrastructure Finance Plan. After receiving one set of consolidated comments and feedback from City staff and stakeholders, EPS will revise the DSP Infrastructure Finance Plan to prepare a final report for City Council consideration.

**Meetings.** EPS will participate in a series of regular and special meetings with City staff, property owners, and other team consultants. These meetings will likely serve to discuss infrastructure requirements, phasing, timing of initial funding for improvements, and strategies to cure any funding gaps.

EPS estimates that anywhere from 10 to 15 meetings will be required to reach a draft DSP Infrastructure Finance Plan that can be presented to Planning Commission and City Council and will attend the following meetings: 5 City staff meetings; 5 meetings with other team consultants; and up to four Public Hearing meetings, including one Planning Commission meeting and one City Council meeting.

**Deliverables and Key Meetings. Attendance at up to 15 meetings;** Draft, Public Review Draft and Final DSP Infrastructure Finance Plan (electronic only)

### **Task 6.3 Prepare Historic Resource Guideline**

ESA will prepare guidelines for the use and adaptive re-use of historic structures at opportunity sites along the proposed Streetcar route and one other urban corridor, as directed by the City. The guidelines will serve to prescribe redevelopment of historic structures that is compatible with the character of the existing building and corridor, particularly with respect to the overall scale, materials, and massing. The guidelines will also serve to identify appropriate ways to adaptively reuse historic buildings by providing guidance on constructing additions and undertaking rehabilitation in accordance with the Secretary of the Interior's Standards for Rehabilitation.

**Deliverables.** Draft and Final Historic Resource Guidelines to be incorporated into the DSP (electronic only)

### **Task 6.4 Identify Process Streamlining**

The ESA Team will define planning entitlement streamlining opportunities to expedite development of the opportunity sites. This effort will be informed by input received from developers and builders as part of Task 10; the efforts already undertaken by the City to revise its Planning and Development Code; and the experiences of ESA in developing policy frameworks and zoning regulations that work hand-in-hand to facilitate development opportunities.

Some of the actions to be explored may include: revising City ordinances to allow for more administrative and/or ministerial review of actions for opportunity sites that are consistent with the DSP and the Design Guidelines; encouraging pre-application meetings; simplifying the application submittal process; eliminating codes, policies and standards that are redundant, inconsistent or unclear; developing standard conditions of approval; establishing pre-approved development prototypes; developing Uniformly Applied Development Standards; expediting the plan check process; creating a single point of City contact or ombudsmen for residential projects in the Downtown; and structuring the DSP and EIR to fully take advantage of the CEQA specific plan exemptions for consistent residential

development and for mixed use infill projects (CEQA Guidelines sections 15182 and 15183.3). A working session will be held with staff to discuss streamlining opportunities.

**Deliverables and Key Meetings.** Attendance of one working session; Draft and Final Memo summarizing recommendations (electronic only)

**Task 6.5 Define GP and Zoning Changes**

ESA will identify 2035 General Plan (GP) policy and land use changes, zoning changes, and Central City Community Plan policy amendments, required to ensure internal consistency and support successful implementation of the DSP, particularly around the Streetcar alignment and transit routes. This effort will account for the opportunity sites and input received from the various outreach strategies. ESA anticipates that there will be very limited land use changes, and will not be responsible for revising the City’s 2035 General Plan Land Use Diagram and Zoning Map and associated text, or any changes to the Central City Community Plan.

**Deliverables.** Draft and Final GP Policy, Land Use and Zoning Code Changes (electronic only)

**TASK 7 DESIGN GUIDELINE AMENDMENTS**

**Task 7.1 Prepare Preliminary Draft Amendments and Standards**

Torti Gallas and ESA will craft select amendments to the Central City Urban Design Guidelines (Central Core Design Guidelines and/or Neighborhood Design Guidelines) and accompanying development standards to ensure a predictable and market sensitive regulatory environment that promotes pedestrian friendly environments, and supports the use of transit. These form-based influenced standards will be derived both from existing patterns (as documented in Task 1.3 Walking Tour) as well as from the aspirations of the community as reflected in feedback collected from community workshops, developer meetings, as well as meetings with the TAC and City staff. Furthermore they will be tailored as necessary to reflect various subareas within the overall DSP Area, and confirmed in the outreach process.

The design guideline amendments and standards will derive from the work of Task 1.3 Walking Tour, Task 6.2 Engineering and Development Standards, and Task 10 Outreach Plan (outreach to the development community), and will include such things as an identification of building types appropriate to each sub-area and the performance characteristics associated with each type, the articulation of “build-to” or “frontage” lines to enclose the street, as well as a menu of allowable building and frontage types, calibrated to each sub-area, or where necessary to specific corridors. Because the quality of the public realm results from a combination of both public and private frontages, the standards will include consideration of both conditions, combined into a pedestrian zone that focuses on the space between the face of the building and the curb. In the case of excessively large parcels, a “subdivision section will

ensure that overly large blocks are broken up with limitations on block sizes, building footprints, and the use of pedestrian passageways

To test as well as visualize design assumptions, Torti Gallas will utilize its proprietary Town Information Modeling<sub>sm</sub> (TIM<sub>SM</sub>) Process to develop three-dimensional models of the Opportunity sites, as described in Task 5.2 Development Potential of Opportunity Sites, in conformance with the proposed development standards.

Upon submittal of the Preliminary Draft of the design guideline amendments and development standards to the City, Torti Gallas will meet with the TAC to explain areas that need clarification hear their views regarding the proposed Draft and receive comments.

#### **Task 7.2 Prepare Draft Amendments and Standards**

Based upon one consolidated set of comments received from the TAC, other stakeholders and the City, Torti Gallas will revise the draft design guideline amendments and development standards as necessary. Upon submittal of the draft design guideline amendments and development standards, Torti Gallas will meet with the TAC to review changes from earlier draft and receive any additional comments regarding the Draft.

#### **Task 7.3 Prepare Final Amendments and Standards**

Based upon one consolidated set of comments received from the TAC, other stakeholders and the City, Torti Gallas will revise the Final Draft Design Guideline Amendments and Development Standards, as necessary. It is anticipated that the City will incorporate the design guideline amendments into the relevant Central City Urban Design Guidelines documents, and the final development standards will be included in the DSP or recommended for inclusion in the zoning code.

**Deliverables and Key Meetings.** Attendance at two (2) TAC meetings; Preliminary Draft, Draft and Final Design Guideline Amendments and Development Standards (electronic only)

### **TASK 8 DOWNTOWN SPECIFIC PLAN**

#### **Task 8.1 Prepare Working Outline**

The ESA Team will prepare a DSP working outline for review with City staff that identifies the suggested organization and content of the DSP. The DSP will build upon and incorporate relevant information from the subsequent tasks identified in this scope. The DSP shall, at a minimum, include the following:

- **Introduction:** Purpose, DSP Description, relevant plans affecting the DSP Area, DSP process, and plan organization.
- **Project Vision and Objectives:** Priorities, intent, vision and objectives of the DSP.

- **Land Use:** Land use plan, designations, key concepts and related amenities, allowed uses, and density/intensity/ development standards.
- **Opportunity Sites-** identification of the opportunity sites and prioritization by the ability for development;
- **Mobility Systems:** pedestrian, bicycle, transit, and vehicle infrastructure, programs and standards based on the Downtown Transportation Study and Streetcar corridor. The Transportation Team will incorporate the Grid 2.0 Preferred Transportation Network into the DSP document to serve as the Plan’s Circulation Element. A limited set of necessary refinements to elements of Grid 2.0 will be incorporated and mapped as part of this effort. Relevant street cross sections from the Broadway Streetscape Project may be included if relevant and provided by the City.
- **Parks and Recreation:** Parks, recreation facilities, trails and standards.
- **Resource Management:** Management of resources including historic resources, climate change, air quality, and renewable resources;
- **Public Services:** Fire protection, law enforcement, schools, libraries, and solid waste/recycling services.
- **Utilities:** Water, wastewater, storm drain, energy, and telecommunications.
- **Implementation, Financing, and Phasing:** Programs that will be required in order for the DSP to be implemented, financing approach, and phasing of the project. In addition, a brief write up that explains how financial and regulatory incentives can help to attract housing development, and how anti-displacement strategies can help to ensure that lower-income households continue to be a vital part of the DSP Area population will be included.
- **Development Standards:** Permitted uses, development density/intensity, building setbacks and height limitations, and parking requirements as described in more detail in Task 7.3 Final Amendments and Standards.
- **Design Guidelines:** Design intent and objectives; streetscape design; landscaping; site planning; architectural form, massing, and design treatments; access, circulation, and parking; pedestrian and bicycle circulation; edge treatments and buffering; walls and fences; screening; lighting; signage; grading; and green design considerations, as prepared in Task 7.3 Final Amendments and Standards.
- **Public Art:** Locations for public art, art goals for each site, as well as design guidelines.

A working session will be held with staff to discuss the DSP content, key issues and objectives, and to review the Working Outline.

**Deliverables and Key Meetings.** Attend one working session; Working Outline (electronic only)

**Task 8.2 Prepare Public Art Chapter**

Reflecting the desire of the residents and employers of Sacramento to enhance and augment the City’s cultural spaces and support and nurture its creative citizens and businesses, the objective of the Public Art chapter of the DSP will be to visually enhance the connections between Sacramento and West

Sacramento, combine the placement of visible and stimulating public art with a strategy of public streetscape and public space improvements, while simultaneously identifying additional outdoor public spaces for live performances and cultural events. A thoughtful chapter will provide an opportunity to strengthen and build upon the current community support for the arts to achieve something unique that will enhance the City's cultural landscape for years to come.

**Task 8.2.1 Public Art Outreach #1**

Working with the Crocker Museum, the Sacramento Metropolitan Arts Commission, and the City of West Sacramento, Torti Gallas and ESA will prepare for and attend a community meeting to discuss and identify possible locations for the installation of Public Art. Ahead of this meeting Torti Gallas and ESA will review other relevant documents to see what has been planned for and accomplished to date. At this meeting Torti Gallas and ESA will prepare a presentation on what has been happening in other cities, have a moderated discussion at large, and then break attendees into groups at separate tables to discuss possible locations for the installation of public art within the study area, regrouping at the end of the meeting to report out from each group.

**Deliverables and Key Meetings.** Attend one community meeting

**Task 8.2.2 Field Reconnaissance**

Torti Gallas and ESA will investigate possible arts locations, including those already in extant; those recommended in the Community meeting (above) as well as others identified through other analysis efforts.

**Deliverables and Key Meetings.** Attend field reconnaissance

**Task 8.2.3 Research**

Torti Gallas will perform research on possible coordination opportunities/strategies with potential partner private development and public and non-profits agencies, including the City of West Sacramento, SMAC, RT, SHRA, California Arts Council, Downtown Partnership, Property and Business Improvement Districts (PBIDs),, Crocker Museum, SCUSD, Los Rios CCD, Sacramento State College, Historical State Capitol Commission, etc. This will include some research into what each of these agencies or organizations may be doing art at present including identifying any plans or policies specific to the agencies themselves that could accommodate a public art component.

**Deliverables.** Perform research that will be used to inform the public art chapter

**Task 8.2.4 Preliminary Draft Public Art Chapter**

Taking into account the information and ideas received from the above activities, Torti Gallas and ESA will prepare a draft Public Art chapter of the DSP to include:

- Overarching Goals for Public Art

- Locations for public art with goals for each site
- Collaborative opportunities with other agencies (from PA Task 3, above)
- Strategies and tactics to incorporate the arts into existing plans and policies including streetscape standards; furnishings, etc.

This scope does not assume Torti Gallas will be preparing art guidelines for public art at each of the locations. **Deliverables.** Preliminary Draft Public Art chapter (electronic only)

#### **Task 8.2.5 Public Art Outreach #2**

Working again with the Crocker Museum, the Sacramento Metropolitan Arts Commission and the City of West Sacramento, Torti Gallas and ESA will prepare for and attend a community meeting to discuss the preliminary draft Public Art chapter. It is anticipated that the community will break into groups at separate tables, to comment on and identify possible improvements to the plan, and regrouping at the end of the meeting to report out from each group.

**Deliverables and Key Meetings.** Attend one community meeting

#### **Task 8.2.6 Final Draft Public Arts Chapter**

Based upon the feedback from the second Community Workshop as well as from City staff and SMAC staff, Torti Gallas and ESA will create the Final Draft Public Art chapter of the DSP. Soon after the submission of the Final Draft Plan, Torti Gallas and ESA will hold a meeting with staff and other stakeholders to review the final draft and receive additional feedback.

**Deliverables and Key Meetings.** Attend meeting with the City and stakeholders; Final Draft Public Art chapter (electronic only)

#### **Task 8.2.7 Final Public Arts Chapter**

Based upon the feedback from staff and other stakeholders received, Torti Gallas and ESA will create the Final Public Arts Chapter of the DSP.

**Deliverables.** Final Public Art Chapter (electronic only)

#### **Task 8.2.8 Conceptual Funding Strategies**

Torti Gallas and ESA will identify conceptual funding strategies and create a “funding toolkit” to guide fundraising into the future that will be incorporated into the DSP. Public art can be financed in a myriad of ways. Percent-for-art program fund a number of publically funded projects and can be aggregated to acquire significant works. Community benefits contributions from new developments can also be used. Other sources include private foundations who offer grants to artists and arts organization to produce projects of their own design; corporations who commission artists to design and build new works for their public spaces; and individual that communities sponsor projects or raise funds through various

means including Kickstarter. Cities have also used hotel room taxes. Sponsorships from local business are another option and sometimes artists fund their own projects through fundraising efforts or out of their own pocket. Many community-based projects require a mix of various funding sources as well as in-kind contributions of goods and services. The key is matching the project with the appropriate type of support.

**Deliverables.** Conceptual Funding Strategies (electronic only)

**Task 8.3 Prepare Administrative Draft DSP**

Based on the supporting components prepared in Task 8.1 Working Outline, ESA will prepare an Administrative Draft DSP, which will build upon the approved working outline. It is anticipated that the DSP may be divided into geographic sub-areas, which could be neighborhoods or major corridors, based upon common issues, needs, and opportunities. The DSP text will be focused on wording necessary to clearly establish intent and enhance understanding of critical issues. The focus will be to create a DSP that is user-friendly, technically proficient, legally-adequate, easily navigated, clear and understandable, and focused on implementation. Text will be supplemented with: (1) photographs and other images to ensure concepts, standards and their physical results are clearly understood; (2) diagrams to clearly depict implementation processes and procedures; and (3) tables that summarize standards, mitigation measures, and other requirements of plan conformance.

A working session will be held with staff to discuss comments on the Administrative Draft DSP.

**Deliverables and Key Meetings.** Attend one working session; Administrative Draft DSP (electronic only)

**Task 8.4 Prepare Public Review Draft DSP**

It is anticipated that ESA will have a working session with City staff to review the Administrative Draft DSP. Based on one set of consolidated comments from the City staff, ESA will prepare a Public Review Draft DSP. The Public Review Draft DSP will be available to the public for 45 days, concurrent with the Draft Environmental Impact Report.

**Deliverables and Key Meetings.** Attend one working session; Public Review Draft DSP (electronic only)

**Task 8.5 Prepare Final DSP**

Based on City staff comments, public comments received during the public review period, at the Planning Commission hearing and the City Council adoption hearing, ESA will prepare a final DSP.

**Deliverables.** Final DSP (electronic only)

## TASK 9 ENVIRONMENTAL IMPACT REPORT

Detailed evaluation of potential residential and mixed use projects proposed under the DSP will expedite and smooth the path for future project-specific approvals. To expedite development, ESA will prepare an environmental impact report (“EIR”) that complies with the California Environmental Quality Act (“CEQA”) and which establishes the foundation to streamline the subsequent CEQA process for opportunity sites. The infrastructure analysis, Phase 1 ESA analysis, historic resources evaluations, and infrastructure financing plan will feed into the prioritization of opportunity areas. By identifying the opportunity sites with no or limited environmental constraints early in the process, the ESA Team will ensure that these sites are analyzed sufficiently to require little or no follow-up CEQA review. More constrained opportunity sites that have environmental issues present will be analyzed to the extent that resource issues are known and accessible, allowing for focused site-specific CEQA compliance as necessary. Our approach of providing for site-specific CEQA compliance timelines for some of the opportunity sites while environmentally clearing the sites that have limited environmental issues will expedite the environmental compliance for the overall program.

The ESA Team will consolidate mitigation measures into “uniformly applied development policies or standards”, consistent with section 15183 of the CEQA Guidelines, to address potential impacts that could occur on any sites. Other mitigation measures that may be situationally applicable to certain opportunity sites will also be identified.

Once opportunity sites are evaluated in the EIR, a number of CEQA exemptions for residential development under a specific plan can be applied.

- **CEQA Guidelines section 15182** allows residential projects that conform to an adopted specific plan to proceed without the need to prepare an EIR or negative declaration.
- **CEQA Guidelines section 15183** exempts projects that are consistent with a community plan and which do not have impacts that are “peculiar” to the project site, which were not mitigated through prior EIR mitigations or through uniformly applied development policies or standards.
- **CEQA Guidelines section 15183.3** can be used for infill projects to streamline the environmental review process for eligible infill projects by limiting the topics subject to review at the project level where the effects of infill development have been addressed in a planning level decision or by uniformly applicable development policies.

In addition, the City’s ability to use the CEQA Infill, Affordable Housing, and Residential Infill Exemptions (CEQA Guidelines sections 15332, 15194 and 15195), and to find a project consistent with the findings of the Master EIR (CEQA Guidelines section 15177(b)) remain tools that could be used to expedite project-level CEQA compliance.

Depending on the effects addressed in the prior EIR and the applicability of uniformly applicable development policies or standards that apply to the eligible infill project, streamlining under the DSP EIR will range from a complete exemption to preparation of a narrowed, project-specific environmental

document. With a thorough analysis of development DSP opportunity sites and creation of effective and implementable mitigation measures, the effects of all projects consistent with the DSP should be adequately addressed and no further environmental documents will be required.

The work scope reflects our expectations of the environmental issues that could arise from the project and the intense public and legal scrutiny that this project is expected to receive.

As stated in the project approach, achievement of a legally sufficient EIR on the schedule that has been established will require a high degree of cohesion among the City, identified stakeholders, and the ESA Team. The underlying assumptions, project definition, alternatives, and other factors must be consistent from the outset. Our approach to project management and coordination, presented below, is based on this understanding.

### **Task 9.1 Project Management and Ongoing Meetings**

This scope and budget assumes a high level of involvement by the ESA team to address project management issues, including coordination and meetings with subconsultants, the City team, internal coordination of the technical members of the team, guidance of the technical team, preparation of public presentations, review and revision based on City comments, QA/QC, and other related tasks.

Due to the complexity of the project and aggressive schedule, effective communication between the the City, and ESA will be imperative. Therefore, conference calls or meetings shall be held, depending on need, at a standard time on a biweekly basis. In the event that conference calls/meetings are determined to be unnecessary, they can be readily cancelled.. Meetings will take place at ESA's offices in Midtown Sacramento, at the City's offices in Sacramento, or via conference call, and will be attended by ESA's Project Manager as well as other team members as-needed to address issues of concern. A formal kickoff meeting with City staff is included in Task 1.2.

Ongoing project coordination calls/meetings include a core group comprised of City planning and environmental staff, City transportation staff, and the ESA project team. To successfully meet the project schedule commitments, this group will need to work seamlessly as a team, with regular and expeditious issue identification and resolution, regular and clear communication about assumptions that can be consistently applied through the EIR, and similar issues.

**Deliverables.** Monthly progress reports, invoices, quality assurance, budget management, and project communications; Biweekly project coordination conference call/meeting agendas and meeting notes (up to 20 meetings)

### **Task 9.2 Prepare Administrative Draft Environmental Impact Report**

Following the City's preparation and publication of the Notice of Preparation (NOP), ESA will prepare an Administrative Draft Environmental Impact Report (EIR) that addresses the full range of environmental impacts of the proposed DSP. To the extent appropriate, the analysis will be tiered from the 2035

General Plan Master EIR. If tiering from the Master EIR is not a preferred option, then incorporation by reference or other techniques will be used to maximize the use of the previously-prepared analyses and information. As appropriate, the EIR will document City codes, prior adopted measures, or relevant plan policies that would avoid or reduce the magnitude of project impacts, and will also identify potential project-specific mitigation measures that could further reduce the impacts of the proposed project.

Our analysis will be structured in a way that is consistent with CEQA, the State CEQA Guidelines, and relevant case law. Our analyses will be informed by the Sacramento 2035 General Plan Master Environmental Impact Report (MEIR), the Sacramento Climate Action Plan, the Downtown Transportation Study (Grid 3.0), the 2010 River District Specific Plan, the most recent SACOG Metropolitan Transportation Plan and Sustainable Communities Strategy (MTP/SCS), and any new relevant technical studies as feasible, and appropriate. We assume that City staff will review the Administrative Draft EIR and provide comments that represent the independent judgment of the City. We will participate in meetings to discuss, clarify, and determine the proper direction for revising the document based on City staff comments.

We will endeavor to keep the size of the EIR analysis to the minimum necessary to achieve legal defensibility, and avoid unnecessary, excessive, and repetitive “boilerplate” discussion of regulatory setting and other discussions that are not directly related to the focused impact and mitigation measure sections of each topical chapter. To the extent appropriate, technical details will be placed in appendices.

The preparation of the Administrative Draft EIR will be undertaken as specified below.

#### *Executive Summary*

The Executive Summary will clearly present the proposed DSP and the relationship of the proposed project to the Sacramento 2035 General Plan MEIR. The Executive Summary will also summarize the main findings of the EIR. We will include a summary table that summarizes the impacts, the significance of each impact before and after prior adopted mitigation measures, any additional recommended project-specific mitigation measures, and the significance of each impact after implementation of project-specific mitigation measures. As required under CEQA, the Executive Summary will also summarize areas of controversy, the comparative effects of alternatives analyzed, and significant and unavoidable impacts, if any.

#### *Introduction*

The introduction to the Administrative Draft Environmental Impact Report (ADEIR) will present the project background, including the history of prior planning for the Streetcar and related CEQA documents, and will describe the organization of the EIR, type and use of the EIR, the relationship to the Sacramento 2035 General Plan MEIR, the environmental review process, the focus of the EIR analysis, other documents used in preparation of the EIR, lead and responsible agencies, and opportunities for public comment.

### *Project Description*

The project description section of the ADEIR will be based on project description information provided by the City. ESA will review information provided and identify any additional information requirements necessary for the ADEIR. Based on the Notice of Preparation (NOP), it is anticipated that the project description will include identification and description of all opportunity sites, proposed changes to the 2035 General Plan or zoning, proposed circulation system improvements, proposed infrastructure improvements, construction techniques and schedules, the project's relationship to/consistency with the 2035 General Plan, project objectives, and anticipated project approvals by the City and other agencies.

### *Environmental Setting, Impacts and Mitigation Measures*

Based on initial evaluation of the project and considering our understanding regarding the City's intent to maximize the reliance on existing CEQA documentation, we anticipate that the proposed project has the potential to affect or potentially affect multiple environmental resource issue areas. The environmental setting will largely be supported by the Background Report and the individual technical reports prepared for the DSP. To the extent that the 2035 MEIR identifies policies, programs, or mitigation measures that reduce potentially significant impacts, such mitigating policies, programs and measures will be identified in the discussion and will be placed in the DSP's Mitigation Monitoring Plan (MMP) and made a condition of project approval. In limited cases, the EIR may propose to modify prior-approved mitigation measures to better address the specific conditions of the DSP.

### *Land Use and Planning, Population, and Housing*

The Land Use and Planning section of the EIR will provide information regarding 2035 General Plan and DSP land use and zoning designations. ESA's evaluation of land use will focus on the relationship of the proposed project to the goals and policies of the 2035 General Plan, consistent with Section 15125(d) of the California Environmental Quality Act (CEQA) Guidelines that states, "[...] the EIR shall discuss any inconsistencies between the proposed project and applicable general plans and regional plans."

ESA will describe the existing and planned uses within and around the DSP Area in text and on a map. ESA staff will conduct a reconnaissance-level field visit (as described in Task 1.3) to identify current conditions at the opportunity sites and in the surrounding areas. The relationship of the proposed project land uses to nearby uses will be described, including but not limited to uses in the R Street Corridor, along the Streetcar line, near transit stations, the Broadway Corridor, and other identified corridors.

Applicable land use policies from the 2035 General Plan will be identified. ESA will consider the consistency of the project land use types, densities, and intensities in the context of nearby existing and planned land uses, including establishing consistency with the land use and urban form requirements of the 2035 General Plan and the Sacramento Zoning Ordinance.

The Population and Housing section will include a comparison of the proposed project's predicted population to the planned population for the City in the 2035 General Plan, in order to determine if the proposed project would induce substantial growth that is inconsistent with the approved land use plan for the area.

ESA's analysis of potential Population and Housing effects will entail description of the total population, employment, and housing that would be generated with the proposed DSP, presented in the context of the existing and planned population, employment, and housing in the City of Sacramento. ESA will prepare the population and housing setting, including a description of key demographic statistics in the City of Sacramento and the Central City. ESA will present relevant policies from the 2035 General Plan, including the Housing Element and the Regional Housing Needs Allocation. In addition, ESA will compare the proposed housing in the DSP with the housing growth projected in SACOG's Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS). The consistency of the proposed DSP with the policies and programs of the City's Housing Element will be discussed. Changes to the jobs/housing relationship in the Central City and the City as a whole will be addressed.

#### *Aesthetics, Light and Glare*

The visual impact analysis will focus on the potential light and glare impacts of the proposed DSP. The analysis will assess whether the proposed DSP would create light or cast glare in such a way as to cause public hazard or annoyance for a sustained period of time or cast light onto oncoming traffic or nearby residences.

The light and glare analysis will be generalized because exact buildings designed are not known at this time. Any photosimulations or models generated as a part of Task 5.2 will be used to inform the aesthetics, light, and glare analysis. The aesthetics, light and glare section will incorporate the Central City Urban Design Guidelines and the Sacramento 2035 General Plan and Master EIR.

#### *Air Quality*

ESA will model and evaluate the air pollutant emissions of the DSP and will prepare an air quality section that quantifies the emissions of the proposed project, and that meets the requirements of CEQA, the California Air Resources Board (CARB), and the Sacramento Metropolitan Air Quality Management District (SMAQMD). The air quality section will be accompanied by an Air Quality Technical Appendix that contains the outputs from computer modeling and other calculations that form the basis of the construction and operational emissions analysis.

Criteria Pollutants. ESA will provide a discussion of the existing air quality setting for the Sacramento Valley Air Basin based on available information from the Sacramento Metropolitan Air Quality Management District (SMAQMD) and California Air Resources Board (CARB), including information related to criteria pollutants, toxic air contaminants, and odors. ESA will present relevant regulatory information, including summaries of pertinent information about the federal Clean Air Act, the California

Clean Air Act, and other laws, regulations, and policies that could affect the project or the air quality analysis presented in the EIR.

ESA will describe relevant significance criteria based on the State CEQA Guidelines, and thresholds included in SMAQMD's Guide to Air Quality Assessment in Sacramento County. ESA will estimate criteria air pollutant emissions from mobile, stationary, and area sources using the CalEEMod computer model. For any stationary emission sources, ESA will use equipment specific emission factors (if available) or U.S. EPA emission factors. ESA will evaluate the potential for carbon monoxide (CO) 1-hour and 8-hour standard violations for project-affected intersections using SMAQMD's tiered screening criteria. If one or more intersections fail the screening criteria, a detailed CO modeling analysis will be conducted for those intersections. The detailed analysis will use CARB's CALINE4 model and will be based on traffic information – turning volumes, levels of service – developed for the traffic study.

ESA will estimate emissions for each construction phase, including any demolition and earth-moving activities. ESA will also estimate emissions for project operations. Model inputs for both construction and operation will be based on information to be provided by the ESA team. ESA will develop a standard mitigation strategy that can be applied uniformly for downtown housing projects.

ESA will qualitatively evaluate the potential for odor-related impacts using guidance published by SMAQMD.

Health Risks. The ESA Team will qualitatively evaluate the potential for health risk impacts to sensitive receptors at proposed opportunity sites. This evaluation will be limited based on the outcome of the recent decision in *CBIA v. BAAQMD*. As necessary, we will examine potential sources of toxic air contaminants (high volume roads and commercial/industrial land uses) and their proximity to sensitive receptors. If applicable, ESA will identify measures to mitigate any adverse impacts on air quality based on professional standards and on requirements established by the SMAQMD.

#### *Biological Resources*

ESA biologists will review current special status species lists from the California Department of Fish and Wildlife (CDFW), the US Fish and Wildlife Service (USFWS), and the California Native Plant Society (CNPS). ESA biologists will review aerial photographs and review information in the 2035 General Plan Master EIR in order to identify any potential biological or wetland resources that could be disturbed by future construction of the opportunity sites. ESA does not propose to conduct protocol-level surveys at the opportunity sites.

With the information and data gathered from the above tasks, ESA will prepare an environmental setting for the EIR that describes resource conditions and the regulatory framework. The environmental setting will contain (1) a vegetation/habitat maps of the potentially affected sites; (2) description of special-status plant and animal species that potentially could be found in the potentially affected sites,

and (3) a description of any potentially jurisdictional wetlands and other waters found in the potentially affected sites. An overall habitat map of the DSP plan area will be developed.

The analysis of biological resources impacts will address direct, indirect, and cumulative impacts to special-status species and sensitive habitats potentially affected by the proposed project. ESA will consolidate mitigation measures into “uniformly applied development policies or standards”, consistent with section 15183 of the CEQA Guidelines, to address potential impacts that could occur on any sites. Other mitigation measures that may be situationally applicable to certain opportunity sites will also be identified.

#### *Cultural Resources*

Based on information prepared for the cultural resources technical report as detailed in Task 3.6, the cultural resources section of the EIR will assess the projects’ potential impacts on historical architectural and archaeological resources in accordance with the requirements of CEQA and the standards of significance identified in the City of Sacramento’s Environmental Checklist. The cultural resources analysis will address potential impacts on known and unknown prehistoric and historic-era archaeological resources and built-environment resources. Our cultural resources analysis and our mitigation program in particular, will incorporate recent case law (*Madera Oversight Coalition, Inc., et al. v. County of Madera*) that compels the lead agency to consider all feasible mitigation measures, not just those that are preferred. In this way, the cultural resources analysis will reflect the current case law in terms of technical quality and CEQA compliance to support maximum legal defensibility.

As described under Task 3.6, ESA will support the City’s Environmental Planning Services staff in conduct of tribal consultation pursuant to SB 18 and SB 52. It is not anticipated that ESA staff would be present during tribal consultation meetings. As appropriate, and based on direction from the tribal consultation, relevant and legally-disclosable information provided to the City during the consultation process will be presented in the cultural resources section of the DSP EIR.

ESA will prepare an administrative draft for review by City environmental planning and preservation staff, followed by completion of the cultural resources section of the DSP EIR. Two levels of analysis will be conducted for the DSP EIR. For the opportunity sites, the cultural analysis will be at a programmatic level focusing on how the DSP could affect built environment historical resources. The archaeological analysis undertaken for the opportunity sites will focus on the potential for and assessment of previously undocumented subsurface archaeological sites using information gleaned from other documents prepared for projects in the Central City, as well and information generated from development and monitoring over the last several years. This EIR section will include summary of the findings of the cultural resources technical report impact assessment to known and predicted resources, and identification of feasible mitigation measures to avoid, reduce, or offset any potentially significant impacts identified.

The analysis will identify DSP uniformly applied development policies or standards to reduce the inclusion of site-specific mitigation as much as possible. Any additional mitigation necessary for specific opportunity sites will be identified.

*Geology, Soils, and Seismicity*

The Geology, Soils, and Seismicity section of the EIR will discuss grading (cut and fill) at the opportunity sites and how development at the opportunity sites would comply with the California Building Code. The potential for erosion will be discussed. The majority of this analysis will rely on information and analysis provided in the 2035 General Plan Master EIR.

*Global Climate Change*

ESA will prepare the Climate Change section of the EIR, including presentation of the current setting, regulatory background, impact analyses, Climate Action Plan (CAP) consistency determination, and mitigation. The GHG modeling undertaken as part of the air emissions modeling, described above will be incorporated into this analysis.

In light of State CEQA Guidelines section 15064.4(b)(3), the analysis will evaluate the consistency of the DSP with the climate change policies of the City's 2035 General Plan MEIR (which includes policies from the City's adopted CAP). The analysis will describe how the project would achieve consistency with the City's current CAP Consistency Review Checklist Form (most recently updated June 19, 2015). Thus, the discussion in the EIR section will evaluate whether the project:

- conforms to the land use and urban form criteria, including allowable floor area ratio and/or density standards, in the 2035 General Plan,
- meets the CAP requirements for traffic calming,
- incorporates pedestrian facilities and connections to public transportation consistent with the City's Pedestrian Master Plan,
- incorporates bicycle facilities consistent with the City's Bikeway Master Plan and meets or exceeds minimum standards for bicycle facilities in the Zoning Code and CALGreen,
- includes on-site renewable energy systems that would generate at least 15% of the project's total energy demand, and
- complies with minimum CALGreen Tier 1 water efficiency standards.

If needed, based on the analysis, ESA will identify potential mitigation measures that would facilitate the project's conformance with the City's climate change policies.

*Hazards/Hazardous Materials*

The Hazards/Hazardous Materials section of the EIR will be based, in large part, on hazardous materials investigation and technical studies prepared by Geocon.

ESA will meet with Geocon staff to ensure our understanding of existing conditions and potential barriers to development on the opportunity sites.

The section will reflect Geocon's search and review of federal, state, and local governmental agency lists of permitted underground storage tank locations; hazardous waste generators, transporters, and treatment, storage, and disposal facilities; and contaminated sites on or in the vicinity of the project site (an EDR record search). This will include search of online databases maintained by the California Department of Toxic Substances Control (DTSC), the Central Valley Regional Water Quality Control Board (CVRWQCB), the California Integrated Waste Management Board (CIWMB), and the federal Environmental Protection Agency. The information from these databases and the studies provided by the project team will form the basis of the environmental setting discussion.

Based on information reflected in the hazardous materials technical report, ESA will summarize the potential for soil or groundwater contamination, or UST or LUST sites on opportunity sites. ESA will address the potential for exposure of future residents, employees, visitors, or others to hazardous soils, groundwater, or vapors. The assessment will consider long-term exposures as well as potential construction exposures for workers or others. The analysis will identify DSP uniformly applied development policies or standards to reduce the inclusion of site-specific mitigation as much as possible. Any additional mitigation necessary for specific opportunity sites will be identified.

#### *Hydrology and Water Quality*

The Hydrology and Water Quality section of the EIR will focus on an assessment of potential impacts to flooding, groundwater resources, and construction-related surface water quality in accordance with the requirements of CEQA and consistent with the standards of significance identified in the City of Sacramento Environmental Checklist.

The hydrology and water quality analysis will include a description of existing hydrological conditions in the Central City. Applicable state, federal, and local regulations that pertain to surface water and groundwater resources will be described, including ongoing or planned groundwater remediation activities within or opportunity areas. The EIR will provide information about laws and regulations pertaining to flood protection (including SB 5 which increased the required level of protection for urban areas to 200-year), the status of regional flood management and its effect on downtown development.

The discussion of surface water will focus on documenting the DSP's compliance with the State's National Pollutant Discharge Elimination Permit (NPDES) requirements including the construction permit (Order 2009-0009-DWQ) and the permit regulating discharge from the CSS (NPDES No. CA0079111). Compliance with the requirements of the City's Stormwater Quality Improvement Program and the Sacramento Countywide Sacramento Stormwater Quality Partnership and associated permit requirements (e.g., Waste Discharge Requirements Order No. R5-2008-0142 MS4 Permit) will also be included in the discussion.

The section will incorporate information from the 2035 General Plan MEIR, including previously identified mitigating measures and policies.

*Noise and Vibration*

The EIR will evaluate potential construction noise and operational mobile and stationary source noise within the project area and in the cumulative context in accordance with the City's standards of significance. The 2035 General Plan MEIR determined that construction noise impacts would be less than significant with adherence to the City's Noise Ordinance, contained in Title 8 – Health and Safety, Chapter 8.68 of the Municipal Code. It is assumed that the evaluation of cumulative impacts from the 2035 General Plan MEIR will be largely incorporated into the EIR.

Traffic along Interstate 5, Highway 50, Business 80, and along several surface streets, as well as the heavy rail and light rail lines, are the predominant sources of noise in the area. Traffic noise impacts will be estimated using the U.S. Department of Transportation's Federal Highway Administration (FHWA) Highway Traffic Noise Prediction Model (FHWA-RD-77-108) with California vehicle noise reference energy mean emission levels. Rail noise impacts will be estimated using the latest guidance from the relevant federal oversight agencies. Noise impacts will be evaluated in terms of the absolute increase in noise and the noise and land use compatibility guidelines established in the City of Sacramento 2035 General Plan and the City's Noise Control Ordinance. Additionally, other available information sources will be used to the extent feasible to ensure consistency with the environmental review process.

ESA will describe the current ambient noise environment in the Central City based on a noise survey and information from the 2035 General Plan Master EIR. Information on the existing noise environment within and around the project area will be gathered through 15-minute short-term measurements taken at up to 10 locations sufficient to characterize ambient noise and to provide calibration data for noise modeling purposes. Up to four 48-hour noise measurements will be taken around the Central City on or near opportunity sites to assess average, day-night, and peak noise exposure at sensitive land uses that may be impacted by noise-producing operations of the proposed project uses. Short-term and 48-hour monitoring locations will be identified based on the location of present and future noise-sensitive receptors. Based on information from the 2035 General Plan Master EIR, we will identify noise contours along the Central City's main travel corridors such as 7th, 12th, 15th, 16th, 19th, 21st and 29th streets, and I, J, L, and Q streets.

ESA will identify state and local noise policies, including the noise/land use compatibility guidelines contained in the Noise Element of the City of Sacramento 2035 General Plan and any other relevant City ordinances or regulations including the City's Noise Control Ordinance.

ESA will assess potential noise impacts from project construction based on anticipated schedules, project phasing, and available information from the applicant or reasonable assumptions about construction equipment to be used during the construction phases.

ESA will assess the potential for traffic noise impacts on existing and proposed future land uses, and the compatibility of the proposed project's noise-sensitive and noise-generating land uses as reflected in the project description. ESA will estimate potential from project-generated traffic using the FHWA Traffic Noise Model and the impacts from stationary sources (HVAC, generators, etc.) using standard noise models. ESA will estimate heavy rail noise based on the latest guidance from the Federal Railroad Administration (FRA), and noise from the RT light rail line based on the latest guidance from the Federal Transit Administration (FTA). ESA will base the analysis on project-specific data provided by the City's traffic consultant and stationary source type and location information from the project description.

Vibration. ESA will evaluate the effects of vibration associated with construction equipment and pile driving on historic buildings located in the immediate project vicinity. In particular, the analysis will focus on the potential for pile driving and similar high-impact construction techniques that could affect historic structures adjacent to opportunity sites. ESA will use Caltrans' methodology to evaluate the potential for building damage during the use of impact pile driving. In addition, the human annoyance impact of pile driving will also be assessed using Caltrans perception thresholds. Potential vibration associated with rail lines (light rail and heavy rail) will be evaluated based on the latest guidance from FRA and FTA, as appropriate.

#### *Public Services*

Starting with information in the City's 2035 General Plan, the 2035 General Plan Master EIR, and other City documents, ESA will contact service providers and will document existing services and altered levels of police, fire, and schools necessary to serve the project site.

Fire Protection. The EIR will document current fire protection services provided within the City, including the locations of existing and planned fire stations in the Central City. ESA will contact the Fire Department to determine whether new development in the DSP Area can be served within City required minimum response times. Based on information from the City Fire Department, ESA will evaluate whether development under the DSP would create fire safety hazards, and whether adequate fire or emergency medical safety response could be provided. The EIR will calculate the demand for additional fire fighters and fire stations within the project area, based on the estimated number of residences and amounts of non-residential development.

Police Protection. The EIR will document and update the current law enforcement services provided in the City based on existing information and consultation with the City of Sacramento Police Department. The EIR will calculate the number of officers that would be required to serve the uses and population of the proposed project using current service ratios. In consultation with the Police Department, ESA will determine whether the proposed project could be served with existing and planned law enforcement staff and facilities. Based on the above information, ESA will provide an analysis of impacts or potential impacts on police protection services, compared against significance criteria that involve increased response times or physical environmental effects of providing expanded or different service.

Schools. Based on a housing program (unit count by size/number of bedrooms) outlined in the DSP, and student generation rates developed in concert with the Sacramento City Unified School District and reflect the urban nature of housing anticipated within the DSP, ESA will calculate increased project-generated enrollment for elementary, middle, and high schools. Particular attention will be paid to identifying student generation rates that reflect the anticipated unit size and household size of future residents. The student generation rates may be informed by those used in the 2016 Railyards Specific Plan Update EIR, Township Nine EIR, the Sacramento ESC & Related Development EIR, and CEQA assessments of other Central City housing projects. ESA will assess the adequacy of existing and future planned schools to accommodate estimated future enrollment associated with residential and non-residential uses in the proposed DSP. ESA will present information related to the statutory requirements and limitations on school fees and mitigation, including an explanation of those statutes which mandate that payment of established fees be considered full and complete mitigation related to increased enrollment.

Parks and Open Space. ESA will document existing and planned parks, parkland, and recreation services in the Central City, based on information presented in the 2035 General Plan Education, Recreation and Culture Element, the 2035 Master EIR, the City Parks and Recreation Master Plan, and consultation with the City of Sacramento Parks and Recreation Department.

ESA will calculate the acreage demand for parks generated by the proposed DSP population and land uses based on City standards for neighborhood, community, citywide/regional, and linear parks and trails. In addition, ESA will calculate the demand for community and recreation facilities based on service level goals articulated in General Plan Policies ERC 2.2.4 through 2.2.6, as well as Policies ERC 2.2.9 and 2.2.10.

#### *Transportation and Circulation*

The development of the Grid 2.0, a transportation study, involved multi-modal travel demand forecasts that were prepared using the SACSIM model with a very detailed block-level zone system for the Central City. Grid 2.0 will be incorporated into the DSP as the circulation element.

A traffic level of service analysis of the Preferred Network will not be conducted as part of Grid 2.0. The DSP EIR will need to environmentally clear the Grid 2.0 transportation improvements. The EIR will likely need to evaluate their impacts using different growth assumptions than SACOG's MTP/SCS. Therefore the EIR traffic analysis will: 1) develop new detailed 2035 land use forecast for use in the SACSIM model, 2) new 2035 traffic forecasts and 3) a detailed traffic level of service (LOS) analysis with and without the DSP under existing and cumulative (2035) conditions.

The major decisions for the TAC are the amount and location of 2035 development and the "base" 2035 transportation system that will be used to prepare the traffic forecasts. These traffic forecasts will then be used as inputs for the EIR air quality, GHG and noise analyses.

Traffic forecasts and a traffic analysis will be conducted for existing and 2035 conditions. No technical analysis will be conducted for 2025 conditions.

The traffic study will focus on the Grid (the area south of C Street) since the update of the Railyards Specific Plan will address its network while any changes to the River District Specific Plan will be addressed in Optional Task 4.4. The traffic study will need to analyze up to 75 intersections within the Grid. Based on discussions with the City, the Grid 2.0 traffic count data will be adequate for 57 intersections. Thus new traffic count data will need to be collected for up to 18 intersections. Traffic impacts on the freeway system surrounding the Central City will be evaluated using 1) a segment-based LOS analysis for the freeway mainline consistent with the methodology contained in the City's 2035 General Plan EIR, 2) an LOS analysis at ramp intersections plus 3) a queuing analysis on freeway off-ramps. An assessment of impacts of the DSP on bike and pedestrian facilities and transit services will also be conducted. F&P/DKS will prepare the transportation section of EIR.

#### *Utilities and Service Systems*

The EIR section will be based on the infrastructure analyses prepared by NV5 detailed in Task 3.3. ESA will describe the environmental conditions described in the infrastructure analysis, reflect the adequacy of that infrastructure, and infrastructure that needs to be improved/upgraded. This infrastructure study will describe water, wastewater, and drainage infrastructure. The EIR analysis will include calculations of the water demand and wastewater and drainage flows generated by the proposed opportunity sites.

The evaluation of dry utilities will focus on the need for off-site improvements that could require analysis in the EIR. The review will include contact with service providers for electricity (SMUD), natural gas (PG&E), telecommunication systems, and will include a peer review of projected demands for electricity, gas, and telecommunications services provided by the project team.

Wastewater and Drainage. Issues related to the generation of wastewater from development on the opportunity sites, and the capacity of the City's CSS and the Sacramento Regional Waste Water Treatment Plant (SRWTP) to accommodate flows generated in the Central City, and cumulative impacts were disclosed in the 2035 General Plan Master EIR. These cumulative impacts discussions from the 2035 General Plan Master EIR will be incorporated into the EIR along with any mitigation measures of general application.

Impacts on wastewater and drainage systems will be identified by comparing existing service capacity and facilities against future demand associated with implementation of the DSP. The EIR will evaluate the potential for the proposed project to create or contribute runoff or sewage flows that would exceed the capacity (peak flow) of existing or planned stormwater drainage systems or require the construction of new wastewater facilities or stormwater drainage facilities, the construction of which could cause significant environmental effects.

Information related to the existing and future capacity of the City's CSS and SRWTP that is included in the 2035 General Plan Master EIR will be summarized and incorporated by reference, and updated as necessary based on communication with City Department of Utilities staff.

Water Supply. Issues related to the project-specific and cumulative demand for potable water supply and distribution facilities from development in the City were previously addressed in the 2035 General Plan Master EIR. The Master EIR assumes water supply for the DSP will be supplied through surface water rights and entitlements from the Sacramento and American Rivers, along with groundwater pumped through City operated groundwater wells. Water will be treated at the Sacramento River and Fairbairn Water Treatment Plants and conveyed to the Central City through existing off-site infrastructure.

The ESA team, in collaboration with the City, will prepare the necessary Water Supply Assessment (pursuant to Water Code §10910-10912) and project-level analysis of water demand, treatment and capacity, as explained below.

The EIR will reflect the current drought conditions that have persisted into 2016, and will also reflect any recent ordinances or regulations adopted by the City to address drought conditions which may have not been considered in the 2035 General Plan Master EIR. We will compare and document how the current drought compares to the multiple dry year analysis included in the City's UWMP and WSA.

Project impacts on water supply will be identified by comparing existing water demands and water treatment plant capacity against future demand associated with implementation of the DSP, based on the WSA and UWMP. The EIR will also incorporate information on cumulative water demand from the 2035 General Plan Master EIR and UWMP, and will discuss the contribution of the proposed project to this cumulative demand.

Solid Waste. ESA will evaluate the potential for the proposed project to generate solid waste beyond the capacity of existing landfills; require or result in either the construction of new solid waste facilities or the expansion of existing facilities, the construction of which could cause significant environmental effects; or violate Federal, State, and local statutes and regulations, including the City's recycling and solid waste disposal regulations described in Chapter 17.72 of the City of Sacramento Municipal Code.

Updated information related to solid waste collection and landfill capacity will be obtained from the City of Sacramento 2035 General Plan, the 2035 Master EIR, the California Integrated Waste Management Board, communication with City of Sacramento Solid Waste Division staff, and other environmental documentation for projects in the Central City. The solid waste generated by the proposed project will be calculated based on California Integrated Waste Management Board's per-capita solid-waste disposal rates for similar uses. Impacts related to increased generation of solid waste that would result from implementation of the proposed project will be determined by comparing existing and future service capacity at landfills that serve the City of Sacramento against future demand associated with implementation of the project.

Energy Demand and Conservation. ESA will prepare a section that addresses the State CEQA Guidelines Appendix F by evaluating whether the project would avoid or reduce inefficient, wasteful, or unnecessary energy consumption, including energy directly used for construction (fuel and electricity) and project operations (electricity and natural gas), as well as energy indirectly used for transportation to and from the project site (fuel). Calculations will be presented for all energy sectors for the DSP. The analysis of energy impacts will be consistent with guidance provided in Appendix F.

The section will include an energy setting, an energy impacts evaluation and, if necessary, mitigation to reduce or eliminate inefficient energy use. This section will update the information on the energy portfolio of suppliers SMUD and PG&E.

The impacts section will evaluate the project's construction and operational energy use. Where project specific information is not available, ESA will make reasonable and conservative assumptions, consistent with the assumptions made for the construction air quality and noise analyses. The operational analysis will include energy use associated with transportation and building heating and cooling. Transportation energy use will be based on information provided in the transportation analysis prepared by F&P/DKS, specifically trip generation rates and vehicle miles traveled. Building energy use will be estimated using building square footages and Title 24 building energy standards in effect at the time of construction, and will be derived from the CalEEMod air emissions model, and thus will be consistent with the results of the air quality and GHG analyses.

The analysis will include a presentation of the DSP policies that would serve to reduce energy consumption. If necessary, ESA will identify uniformly applicable mitigation measures to reduce inefficient or wasteful energy consumption. These measures may include items suggested in Appendix F of the State CEQA Guidelines, including measures to reduce construction and transportation energy use, increase building energy efficiency, and reduce solid waste generation.

#### Other CEQA-Required Sections

The EIR must comply with CEQA. Other CEQA-required sections include the following:

#### **Introduction**

Growth Inducement. ESA will compare the potential for the DSP to remove obstacles to growth through construction of infrastructure improvements that would provide such capacity that unplanned growth could occur. Given that the opportunity sites are infill locations in downtown Sacramento, and in light of the planned development in the Railyards, River District, and Central Business District, it is highly unlikely that this condition would occur. The analysis will consider whether any utility or transportation improvements would facilitate growth in the Central City that is currently constrained or limited.

At a qualitative level, the EIR will evaluate the ways that the project could stimulate development or redevelopment of other underutilized sites in the Central City. If available from the City, ESA will use information contained in previously-prepared economic studies.

Significant and Unavoidable Impacts

Significant and Irreversible Environmental Effects

Cumulative Impacts

Each issue area chapter will define cumulative impacts, the cumulative context and scenario, geographic or temporal scope, and methods for characterizing cumulative impacts. As appropriate, the cumulative impacts analysis for each issue area will incorporate relevant information from the cumulative impacts analysis in the Sacramento 2035 General Plan Master EIR. The cumulative impacts identified in each issue area section will be summarized in the Cumulative Impacts section of the EIR.

*Alternatives*

The Alternatives chapter will reiterate the objectives of the proposed DSP.

ESA will evaluate up to four alternatives, including the No Project Alternative. The analysis will include a combination of quantitative and qualitative information about the alternative project description, some limited transportation characteristics such as trip generation and VMT, and percentage differences expected in other environmental performance characteristics.

The Environmentally Superior Alternative will be identified. If the Environmentally Superior Alternative is the No Project Alternative, then among the remaining alternatives the one that is considered environmentally superior will be identified.

*EIR Authors and Persons Consulted*

This section will document the City staff and consultants that prepared the EIR, as well as agencies, organizations, and other persons consulted in the preparation of the EIR.

*Appendices*

ESA will assemble relevant appendices, including detailed technical data and other information not appropriately included in the body of the EIR. It is currently anticipated that the appendices could include, but may not be limited to: NOP, NOP Responses, Air Quality Data, Noise Data, Transportation Data, Historic Resources Report, DSP Background Report, Draft Uniformly Applied Development Standards, and Draft Specific Plan and EIR Conformity Checklist.

The Uniformly Applied Development Standards will be measures that would apply to all projects proposed within the Downtown Specific Plan. Such standards would likely reflect EIR mitigation measures and performance criteria that must be met prior to subsequent projects' approval.

The Specific Plan and EIR Conformity Checklist would provide a list of items that each subsequent proposed project would use to demonstrate conformity with not only the DSP but also with measures required by the EIR. This checklist is anticipated to be used by City Planning and Environmental staff as a way to document whether subsequent proposed projects within the DSP meet all of the policy requirements of the DSP and environmental measures required by the EIR.

**Deliverables.** Complete Administrative Draft EIR (electronic), Draft Uniformly Applied Development Standards (electronic), Draft Specific Plan and EIR Conformity Checklist (electronic).

### **Task 9.3 Prepare Screencheck and Draft Environmental Impact Report**

ESA will incorporate City staff comments on the Administrative Draft EIR based on a single set of consolidated comments, and submit a Screencheck Draft EIR to the City for review and comment. ESA will incorporate City staff comments on the Screencheck DEIR based on a single set of consolidated comments, and submit a final Public DEIR to the City for distribution for a 45-day public comment period. One (1) full day review meeting will be conducted to make final decisions about revisions to the Screencheck DEIR..

ESA will file 15 copies of the Executive Summary and 15 CDs of the entire document (as preferred by the State Clearinghouse) and an NOC with the State Clearinghouse.

We assume that City staff will prepare a Notice of Availability (NOA) to accompany the Draft EIR. We also assume the City will distribute the EIR to interested stakeholders and/or publish the Notice of Availability in a newspaper of general circulation in the area affected by the proposed project.

**Deliverables:** Screencheck Draft EIR (electronic); Draft EIR and NOC (10 bound copies of Draft EIR + Appendices + electronic + web-ready electronic for City to distribute) (15 Executive Summaries (hard copies) + 15 CDs for ESA to deliver to the State Clearinghouse)

### **Task 9.4 Prepare Administrative and Final EIR Documents**

#### *Administrative Final EIR*

ESA will review the comments received during the public review period on the Draft EIR. We will prepare written responses to comments and make necessary changes to the Draft EIR to create the Administrative Final EIR (AFEIR) document. The AFEIR will include:

- a brief introduction;
- enumerated comment letters on the Draft EIR;
- responses to all comments on substantive environmental issues presented in the Draft EIR; and
- a listing of revisions to the Draft EIR.

In order to expedite preparation and review of responses to comments, we anticipate up to a full day meeting to review comments and discuss direction for responses.

ESA has provided an estimate of the level of effort required to prepare responses to comments based on our experience with other specific plans, projects in Sacramento, our current understanding of the relative support and opposition to the project, and our understanding of the schedule. More specifically, this assumes that no more than 40 pages of agency and public comment on the Draft EIR is received and that no new substantive issues are raised that were not originally addressed in the Draft EIR. ESA will respond to comments related to the potential physical impacts of the proposed project as they relate to the environmental analyses presented in the DEIR within the estimated level of effort. We have assumed that responses will involve explanation, clarification, or amplification of the contents of the DEIR. ESA has assumed that no new technical analyses will be required nor that completed technical studies will need to be substantially revised based on changes to the project or pre-approved assumptions as part of the response to comments.

#### *Final EIR*

Following review of the AFEIR, ESA will make revisions to the responses and prepare the Final EIR.

**Deliverables:** Administrative Final EIR (electronic); Final EIR for publication (5 bound hard copies + electronic + electronic web-ready), Final Uniformly Applied Development Standards (electronic), Final Specific Plan and EIR Conformity Checklist (electronic)

#### **Task 9.5 Prepare Mitigation Monitoring Plan**

ESA will prepare a draft MMP for review and comment. The MMP will be prepared in an agreed-upon format and will consist of:

- All mitigation measures or mitigating project features, including relevant measures and mitigating policies from the 2035 General Plan Master EIR;
- Timing/frequency of action;
- Responsibility for implementation;
- Responsibility for monitoring; and
- Verification of compliance.

Consistent with the approach taken in other MMPs prepared for projects in the Central City, to the extent possible, monitoring and implementation will be tied to existing City processes and mechanisms.

The Draft MMP will be submitted with the AFEIR for review. Following receipt of comments, ESA will revise the MMP for publication and will be bound with the Final EIR.

**Deliverables:** Draft and Final MMP (electronic)

### **Task 9.6 Prepare Findings of Fact and Statement of Overriding Considerations**

In the event that the City determines to approve the proposed project, ESA will prepare written Findings of Fact, pursuant to section 15091 of the State CEQA Guidelines and in the City's format, to support final City actions on the projects. The Findings will include a specific finding for each significant impact of the project, describing the nature and significance of the impact, the status of mitigation, and the rationale for any mitigation that is to be rejected or that lies in the authority of another jurisdiction.

If one or more impacts are found to be significant and unavoidable, consistent with the requirements of section 15093 of the State CEQA Guidelines, ESA will prepare a Statement of Overriding Considerations (SOC) for each project that describes the reasons for project approval despite the occurrence of such impacts. It is anticipated that the SOC will identify a range of economic, employment, and social considerations. Since CEQA requires that the SOC be based on substantial evidence, ESA assumes that the basis for the SOC will be found in financial, fiscal, and other economic studies undertaken by ESA.

The Findings of Fact and the SOC will be drafted as companions to other "decision" documents developed for the project approval process, such as the City Staff Report, draft resolutions, and the like.

ESA will prepare a draft version of the Findings and SOC for submittal to the City. In the past, City staff have taken these draft documents and finalized them internally, and we have assumed that the City and would do the same in this case. However, if the City would like support from ESA in finalizing these documents, we will do so based on the availability of budget or an augment if determined necessary.

**Deliverables:** Draft Findings of Fact and Statement of Overriding Considerations (electronic)

## **TASK 10 OUTREACH PLAN AND MATERIALS**

Building upon the outreach conducted for Grid 2.0 and through discussions with City staff, the ESA Team will develop and facilitate a meaningful and efficient outreach process that will minimize the amount of time required of each stakeholder, while maximizing the quality of the interactive discussion. This process will include the components discussed below. It is assumed that City staff will invite participants and track RSVPs, secure meeting locations, and print all materials required.

### **Task 10.1 Community Advisory Group (CAG)**

City staff will form a Community Advisory Group (CAG) comprised of property owners, private developers, affordable homebuilders, future residents, potential buyers, consultants and other experts to help identify potential revisions to the City's requirements and project approval processes that would significantly facilitate development along the Streetcar route and in the DSP Area, and encourage TOD.

**Interviews.** Torti Gallas, BAE, and ESA will hold a series of "one-on-one" or small group interviews with CAG members over the course of one-day to identify any challenges and/or obstacles to residential development and TOD in the DSP Area. Input received at these stakeholder interviews will also provide

the developers' perspective on opportunities to improve the residential development process through the DSP.

**Meetings.** AIM and ESA will attend and facilitate two (2) meetings with the CAG to: review their findings from the interviews; and solicit input on process streamlining approaches (Task 6.4 Process Streamlining), proposed development standards (Task 6.1 Engineering and Development Standards), and proposed design guidelines (Task 7 Design Guideline Amendments) that will facilitate TOD and development and along the Streetcar line and within the DSP Area.

**Task 10.2 Infill development showcase and roundtable**

AIM will facilitate an infill development showcase and roundtable discussion consisting of a site tour of existing new infill mixed-use and residential development, opportunity sites, and TOD opportunity sites along the Streetcar alignment. Participants may include current and potential home builders/developers of all product mixes (market-rate, workforce, affordable, and TOD), banks and other financial institutions, neighborhood representatives, and partner agencies. The roundtable discussion will involve a facilitated discussion with the participants on the opportunities and challenges of mixed-income, mixed-use infill development and TOD in the DSP Area, best practices, and recommendations for improving mixed-income, mixed-use infill development in the project area and specifically for opportunity sites.

**Task 10.3 Interest-Based Stakeholder Meetings**

AIM will facilitate up to a total of seven (7) interest-based stakeholder meetings to discuss specific DSP topics. Participants may be grouped and invited to attend specific meetings based upon their role and meeting topics.

Meeting topics for the residential builders/developers, banks/financial institutions, partner agencies, and Property and Business Improvement Districts (PBIDs) and other business groups may include, but are not limited to, the following: opportunity site analysis, transit-oriented development, infrastructure financing, infill development challenges, market analysis, and historic preservation/adaptive reuse. Meetings early in the process will involve developing an understanding of current issues faced by builders and developers as well as identifying potential solutions, while later meetings will focus on evaluating proposed recommendations.

Meeting topics for advocacy and neighborhood groups may include, but are not limited to, the following: community values, historic preservation/adaptive reuse, neighborhood amenities, and urban form and community context. These meetings will involve building an understanding of urban design elements and context, exploring best practices, and fitting these concepts within the fabric of the existing community.

It is anticipated that a final “all-inclusive” stakeholder meeting will be held to discuss the draft DSP.

#### **Task 10.4 Community Workshops**

AIM and ESA will assist with developing meeting content and format, and prepare support materials for two community-wide workshops. It is anticipated that the first community workshop will highlight the results of the technical studies performed in Task 3 and the input we received in the earlier outreach activities. This workshop could also serve as the NOP scoping meeting. Community members will have an opportunity to provide feedback on specific elements of the DSP prior to a final draft at the second workshop.

#### **Task 10.5 Other Community-wide Engagement**

##### *Project website content and informational video series*

AIM will develop content for a project website to inform the community of the study background, goals and objectives as well as engagement opportunities. The website will host a video series of three short clips featuring study highlights in an informative, succinct, and compelling format. Video topics may include an introduction to the project, urban housing types, historic resources, community amenities, infrastructure, and community context/neighborhood livability, and other topics as directed by the City.

##### *Social Media*

To actively engage and update the community, AIM will develop content for the City’s Facebook page, and other City of Sacramento’s social media channels. AIM will develop content to share on social media channels regularly and will respond to any questions or comments as necessary.

##### *Online Engagement*

AIM will create an online engagement forum to allow community members to provide informed input/feedback on topics related to neighborhood livability, such as housing types, community amenities, and land use/zoning.

##### *Outreach Materials*

AIM will develop materials to communicate with stakeholders and the public about the project, its objectives, and milestones. Some tools will be more appropriate for specific audiences (elected officials, community partners, and the general public) and customization will be necessary. AIM will produce a project fact sheet, up to six e-newsletters, and a PowerPoint presentation.

#### **Task 10.6 Technical Advisory Group (TAC) meetings**

City staff from various departments will serve a serve as the Technical Advisory Committee (TAC). The TAC will meet periodically during the update process. The purpose of the TAC is to provide guidance for the development of and direction on key topics of the DSP.

The consultants will assist the City staff in facilitating the TAC meetings and present technical information to the TAC to solicit input. This scope assumes the consultant attendance at the following number of TAC meetings, which are discussed throughout this scope of work:

- ESA – up to seven (7) TAC meetings
- Transportation Team – up to three (3) TAC meetings
- NV5 – up to four (4) TAC meetings
- Torti Gallas – up to three (3) TAC meetings
- EPS – up to one (1) TAC meeting
- BAE – up to three (3)

**Task 10.7 City Manager/Council Meetings**

ESA will attend up to five (5) meetings with individual City Council members and staff from the City Manager’s office throughout the process.

**Task 10.8 Planning Commission and City Council Hearings**

ESA will attend up to two (2) Planning Commission and up to two (2) City Council hearings for adoption of the DSP and EIR.

**Task 10.9 Biweekly Conference Calls/City Meetings**

Regularly scheduled project management calls will be established between City staff and the ESA Team. It is anticipated that these calls will occur on a biweekly basis throughout the planning process. The primary intent of the calls will be for City staff and ESA to regularly and efficiently check in on project progress and schedule. The calls will also provide an opportunity to discuss issues that have arisen and share ideas.

**Deliverables.** Public Outreach Plan; Attendance at, materials and summary notes for three (3) Community Advisory Group Meetings, seven (7) Interest-Based Stakeholder Meetings, one (1) Infill Development Showcase and Roundtable, two (2) Community Workshops, and several TAC Meetings; Content for Project Website and Social Media; three (3) Video Clips; and Content for Online Engagement Forum.

**Task 10.10 Housing NOW! Application**

**Task 10.10.1 Gather Requirements & Data**

ESA will have a conference call with the City to gain a detailed understanding of the features and functions required for the interactive decision support tool. During this meeting, ESA will:

- Review clarifying questions related to the features and functions

- Review data outputs from the analysis
- Confirm projects and content for the interactive mapping tool

Requirements will be documented to inform the design and implementation.

**Deliverables.** Formal requirements document ordered by priority (electronic only)

### **Task 10.10.2 Design**

ESA will use the requirements gathered above as direction for the UI/UX designs of the decision support tool for the DSP. Prior to development, ESA will develop the information architecture (IA) as a set of wireframe mock-ups for the site. These wireframes will be annotated with callouts describing the elements of the user interface. Based on feedback, ESA will refine the architecture for additional review and sign-off prior to preparing a design composition for the site. ESA assumes one round of review for the wireframes and compositions.

### **Task 10.10.3 Development of Interactive Web Mapping Tool**

Based on the requirements gathered through Task 10.9.1 and the design composition in Task 10.9.2, ESA will build a single page interface with map layers and ancillary data for the DSP. This task has three sub-tasks described below.

- ESA will prep and pre-process data layers included in the application for the web. This includes standardizing naming conventions, cleaning up attribute tables, projecting and publishing data to web-based formats. The team will also coordinate with City GIS staff on hosting preferences for the tool.
- Through this sub-task, ESA will build out the front-end UI and interactive map components. Data layers in this tool will include:
  - Base maps – Streets, Aerial Imagery, Topography
  - Opportunity Site Parcels
  - Land Use & Zoning
  - Transit Layers
  - Constraints (Cultural, Historic, Infrastructure Layers)

The tool will also include several options for querying and filtering that supports the following use case:

As a developer, I want to search the opportunity site parcels to filter the dataset based on specified criteria. This could include:

- Size
- Zoning Description

- Constraints
- Proximity to Transit options

The results would display opportunity site parcels that meet the specified criteria. The user could select a site by clicking on the boundary and get additional information about the property along with additional resources to support advancing the development process. Opportunity sites would also be prioritized to allow users to search for top sites based on a set of criteria.

- Reporting | Results – based on queries defined above, simple reports in PDF format and tabular outputs can be exposed by the user as follows:
  - For an individual parcel, a summary of relevant data for that parcel, including a basic locator map (1-2 page report), accessed through a popup dialog over a parcel or through entering site in a search dialog. Relevant data will be drawn from existing opportunity parcel attributes based on the results of the analysis in the plan.

#### **10.10.4 Testing, Debugging and Deployment**

ESA will test and deploy components and the full application to a development server to test features and cross browser functionality in a development environment. This sub-task also involves migration and deployment of services and assets to the production environment along with testing and validation.

**Deliverables:** Final application and content package deployed to production server; ESRI File Geodatabase including project layers and complete metadata in .XML format; Developer documentation (server access, updating data layers, etc.).

#### **TASK 11 TOD TOOLKIT SUMMARY DOCUMENT**

ESA will prepare a TOD Toolkit Summary Document that summarizes the work performed in the following: Tasks 6.1, 6.3, 6.4 and 6.5. ESA will generalize the information such that other jurisdictions could use the Toolkit to facilitate TOD along a streetcar line in their community. Specifically, the TOD Toolkit Summary Document will contain the following from work products previously prepared for the DSP: design guidelines; consideration of existing and future land uses; architectural standards; development standards for the private realm; engineering standards that are limited to principles and guidelines; zoning code changes; historic resource survey results; infrastructure needs; financing incentives; displacement/gentrification strategy; EIR summary; and outreach summary. ESA assumes that all graphics to be included in the TOD Toolkit Summary Document will be from the DSP, Design Guideline Amendments, and other documents previously prepared for the project. This Toolkit Summary Document will be developed in coordination with the City of West Sacramento.

**Deliverables.** Draft and Final TOD Toolkit Summary Document (electronic only)

## KEY ASSUMPTIONS

### General

- In general, the ESA Team will be providing electronic copies only. The ESA Team will only be providing hard copies, where noted.

### Circulation

- **River District Circulation Changes**

The traffic analysis included in the scope does not include evaluation of proposed changes to the River District's circulation network. This would result in additional peak hour LOS analysis at up to 10 additional intersections beyond those included in Task 4.2 and documentation of the findings, and would also require updated circulation exhibits displaying the changes since these changes are not part of Grid 2.0.

- **Infrastructure Analysis Phasing**

The scope assumes that the transportation infrastructure phasing and prioritization developed as part of Grid 2.0 will not be significantly modified. If changes to Grid 2.0 need to be made and consist of more than minor refinements, the Transportation Team will then prepare a scope and augment request that is anticipated to be funded through the project contingency.

- **Design Guidelines Amendments (Street Design)**

The Transportation Team scope does not include review or development of recommended amendments to the City's Street Design Guidelines, beyond those related to the integration of Streetcar as part of Task 4.1-3.

- **Traffic Forecasts**

The Transportation Team will develop traffic forecasts using SACOG's MTP/SCS model for year 2035, and no forecasts/transportation analysis will be provided for year 2025 (corresponding with the 10 year horizon of the DSP).

- **Traffic Count Data**

The Transportation scope assumes that new traffic count data will be collected at no more than 18 locations (new locations not included as part of Grid 2.0 analysis), and that all existing conditions data used for Grid 2.0 will be used for the EIR traffic study. It should be noted that some of the traffic count data used by Grid 2.0 will be more than two years old at the time that the NOP is released for the DSP EIR, and the estimated cost to update the data at these locations would be approximately \$10,000.

### Cultural Resources

- ESA assumes no additional archival research, other than that specifically described above, will be required. The records search conducted by ESA at the NCIC and NAHC Sacred Lands Search will include a 1/8 mile radius from the boundary of the DSP.
- ESA staff will survey 200 sites. The budget assumes that no more than 75 new or updated DPR forms will be prepared (this number includes the R Street Corridor).
- ESA will evaluate and prepare DPRs for 75 resources (opportunity sites plus the industrial sites in the expanded R Street Corridor). Resources within the public ROW will not be evaluated separately, but rather will be included in the 75 evaluations of the opportunity sites or in the R Street Corridor evaluation as deemed appropriate by ESA technical staff. Recommendation will be made for future work and/or policies with regards to ROW resources that could, in ESA's professional opinion, potentially be considered significant resources in their own right.
- ESA will evaluate the R Street Corridor resources under themes provided in the 2035 General Plan Technical Background Report; no additional themes or districts will be developed. Additional themes and district nominations can be conducted under a separate scope of work.
- ESA will use existing contextual information from the 2035 General Plan Technical Background Report and previously completed survey reports. ESA assumes no new context statements will need to be developed as a part of this project.
- No new paleontological or archaeological field surveys will be performed as part of this effort.
- No new archaeological sites will be recorded or evaluated as a part of this effort.

### Housing NOW! Application

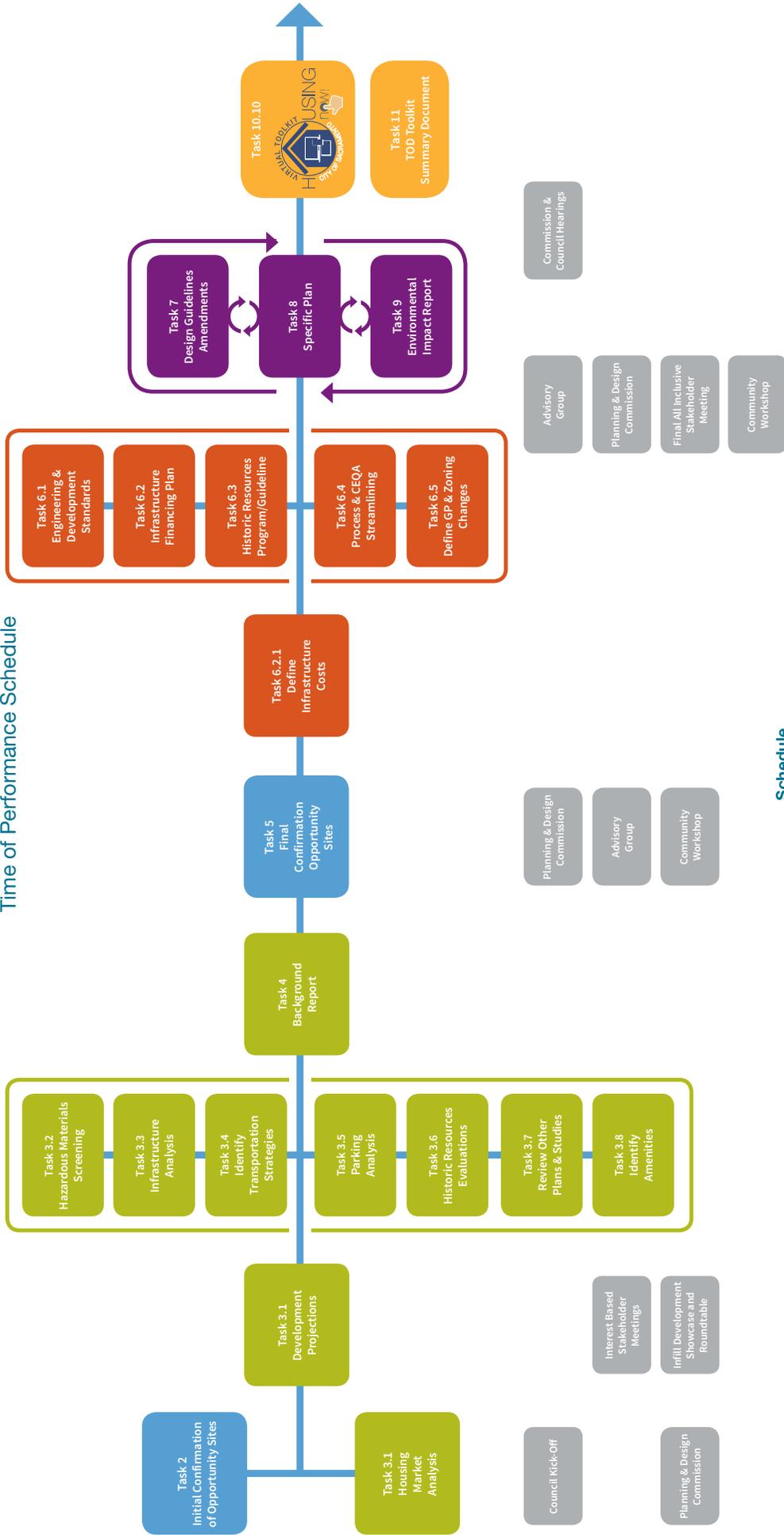
- ESA will use all existing datasets provided by the City along with results from the Plan analysis.
- The application will only support modern, HTML5 & CSS3 compatible browsers. IE10+, FireFox 24+, Chrome.
- The form factor targeted for this application is desktop web.
- The technology stack will be ESRI ArcGIS Server/Online hosted on an Amazon Web Services EC2 instance. Depending on required features/functions of the application custom JavaScript may also be used to build the app.
- If the City of Sacramento has an ESRI ArcGIS Server or Online Organizational account, ESA would request publisher access to their environment and publish services directly to their EC2 instance (preferred). Alternatively, ESA would host the application on our environment and maintain for up to 2-years. Optional additional on-call technical support and site maintenance would be required for this option.
- There will be open access to the application. No authentication to the site will be required.

**Optional Task**

- If ESA hosts the Housing NOW! application as an optional task, additional budget will need to be allocated to ESA. This additional cost would equate to \$2,000, which consists of \$500/year for hosting for an assumed project schedule of two years, and 8 hours of GIS staff time to maintain the hosting services.

Sacramento Downtown Specific Plan

Time of Performance Schedule



**SACRAMENTO AREA COUNCIL OF GOVERNMENTS  
SUBRECIPIENT AGREEMENT WITH THE  
CITY OF SACRAMENTO  
FOR THE STREETCAR TOOLKIT –  
STITCHING TOGETHER TWO RIVER CITIES THROUGH TOD**

**THIS SUBRECIPIENT AGREEMENT** is made and entered into effective this \_\_\_\_\_, 2016, by and between **SACRAMENTO AREA COUNCIL OF GOVERNMENTS**, a California joint powers agency (“SACOG”) and the **CITY OF SACRAMENTO** (“Subrecipient”).

**WHEREAS**, SACOG has been allocated \$1,118,720 in Federal Transit Capital Investment Grant funding (“Grant”), administered through the California Department of Transportation (“Caltrans”), to implement and support the Streetcar Toolkit – Stitching Together Two River Cities through TOD project (“Project”); and

**WHEREAS**, SACOG has awarded Subrecipient a total of \$750,000 in Federal Transit Capital Investment Grant funding, on a reimbursable basis, for the Project listed in **Section 1** below; and

**WHEREAS**, Subrecipient must provide a local match utilizing eligible non-federal funds, which equates to One Hundred Ninety-Two Thousand One Hundred Eight Dollars (\$192,108).

**WHEREAS**, Subrecipient is eligible to apply for and receive Federal financial assistance as a California municipal corporation; and

**WHEREAS**, the parties wish to enter into this Subrecipient Agreement (“Agreement”) to document the terms and conditions of SACOG’s funding of the Project.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. Scope of Work: Subrecipient will fully perform all work necessary to complete the Project Scope of Work as identified in Exhibit A, including the Project deliverables, timeline and budget. Any proposed amendment to Exhibit A must be agreed to in advance by the parties pursuant to a written amendment in accordance with Section 12 and is subject to approval by the FTA, FHWA, Caltrans, or any other Federal or State agency having jurisdiction.

2. Time of Performance:

a. Subrecipient will commence work upon the effective date of this Agreement and will complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

Subrecipient will provide written progress reports to SACOG at least quarterly (March, June, September and December) in format as shown in Exhibit D.

Subrecipient agrees to follow, and to require its contractors to follow, the timeline identified in Exhibit A. If a substantive change to the identified timeline is desired, Subrecipient's Project Manager will provide an immediate written request for approval to the SACOG Project Manager, including the reasons for the requested change. Approval by the SACOG Project Manager will not be unreasonably withheld.

- b. All work will be completed and this Agreement will expire on **December 31, 2018**, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties, which written agreement is subject to approval by the FTA, FHWA, Caltrans, or any other Federal or State agency having jurisdiction. Authority to extend this Agreement on behalf of Subrecipient may be exercised by Subrecipient's City Manager or the City Manager's designee.

3. Compliance with Laws; Subrecipient Responsibilities: Subrecipient will comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all Federal regulatory requirements associated with the funding provided to Subrecipient hereunder. These regulations, orders, circulars, and directives include, without limitation, the following: 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*; and 2 CFR, Chapters 1 and 2, Parts 200, 215, 220, 225, and 230, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and where applicable, the Federal Circulars set forth in Appendix 1 attached and incorporated into this Agreement. Further, Subrecipient will require the appropriate debarment certification form from all Subrecipient contractors and Subrecipient certifies that it will not knowingly enter into any transaction with a contractor, subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State agency. Subrecipient shall also comply with the "Subrecipient Responsibilities" set forth in the attached Appendix 1.

4. Funding Amount: The amount to be paid to Subrecipient under this Agreement will not exceed **Seven Hundred and Fifty Thousand Dollars (\$750,000)**, unless agreed to in advance by the parties pursuant to a written amendment. In no instance will SACOG be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs.

5. Local Match: Subrecipient will provide a match of eligible, non-Federal funds of at least 20% of the total Project cost. Subrecipient pledges a minimum of One Hundred Ninety-Two Thousand One Hundred and Eight Dollars (\$192,108) in local match funds and certifies that these funds are available to complete the Project. Subrecipient is responsible for ascertaining that all local match funds are considered eligible pursuant to Federal law and regulations.

6. Reporting and Payment:

- a. On a quarterly basis, Subrecipient will provide SACOG with both a written report on the progress made on the Scope of Work (Exhibit A) and an invoice for reimbursement pursuant to Subsection 6.b. below. Invoices for contractual work completed through June 30<sup>th</sup> of a fiscal year must be submitted by July 31<sup>st</sup>. Subrecipient shall submit written invoices in triplicate to SACOG. Subrecipient's written progress report shall be completed on the required Caltrans form or other agency form to be provided by SACOG as shown on Exhibit D, and shall be for the periods ending March, June, September and December.
- b. Payments to Subrecipient hereunder will be made in arrears. Subrecipient will submit a detailed and properly documented invoice for reimbursement not more often than quarterly, which invoice will include the following: (i) a description of the work performed, (ii) a detailed accounting of costs incurred, and (iii) evidence that Subrecipient has already incurred costs for the Project using eligible, non-Federal funds in the amount of the Local Match. (See Appendix 2, Sample Invoice.)
- c. Subrecipient will be notified within ten (10) business days following receipt of its invoice by SACOG of any circumstances or data identified by SACOG in Subrecipient's invoice that would cause withholding of approval and subsequent payment. Subrecipient's invoice will include documentation of reimbursable expenses and billed items sufficient for SACOG, in its opinion, to substantiate billings. SACOG reserves the right to withhold payment of disputed amounts.
- d. SACOG will submit an invoice to the California Department of Transportation / Federal Transit Administration ("Caltrans") for approval and will make reimbursement payment to Subrecipient promptly following receipt of funds from Caltrans. Under no circumstances will SACOG be required to pay any amounts to Subrecipient prior to receipt of funds from Caltrans, nor will SACOG pay more than the amount reimbursed by Caltrans.
- e. Subrecipient agrees that the "Contract Cost Principles and Procedures," 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, and "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR, Part 200, will be used to determine the allowability of individual items of cost.
- f. Subrecipient also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."
- g. Subrecipient shall comply with, and shall require its subcontractors to comply with, the requirements for non-State employee travel and subsistence (per diem) expenses found in the California Department of Transportation ("Caltrans")

Travel Guide, Non-State Employee Travel (referencing the current California Department of Personnel Administration rules) at the following link: <http://www.dot.ca.gov/hq/asc/travel/index.htm>. Lodging rates shall not exceed rates authorized to be paid non-State employees unless written verification is supplied that such rates are not commercially available to Contractor and/or its subcontractors at the time and location required as specified in the Caltrans Travel Guide Exception Process.

- h. Any costs for which payment has been made to Subrecipient that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*; 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by Subrecipient to SACOG.
- i. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, will contain all of the provisions of Subsections 6 (e) through 6 (g) above.

7. Independent Contractor: The Subrecipient, and the agents and employees of the Subrecipient, in the performance of this Agreement, will act as and be independent contractors and not officers or employees or agents of SACOG. Subrecipient, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit SACOG to any decision or course of action, and will not represent to any person or business that they have such power. Subrecipient has and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Subrecipient in the performance of work funded by this Agreement. Subrecipient will be solely responsible for all matters relating to the payment of its employees and contractors including, but not limited to, compliance with all laws, statutes, and regulations governing such matters.

8. Termination:

- a. SACOG may terminate this Agreement for any reason, with or without cause, at any time, by giving Subrecipient fifteen (15) days written notice. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Subrecipient at the address indicated in Section 16 below.
- b. If either party issues a notice of termination, SACOG will reimburse Subrecipient for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 6 and less any compensation to SACOG for damages suffered as a result of Subrecipient's failure to comply with the terms of this Agreement.
- c. Subrecipient may terminate this Agreement for any reason, with or without cause, at any time, by giving SACOG fifteen (15) days written notice. The notice will

be deemed served and effective on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to SACOG at the address indicated in Section 16. SACOG will make payment to Subrecipient through the date of termination, subject to the provisions of Section 6 above including, but not limited to, the provisions of Subsection 6.d.

9. Assignment: The parties understand that SACOG entered into this Agreement based on the Project proposed by Subrecipient. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by the Subrecipient either in whole or in part.

10. Binding Agreement: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. Time: Time is of the essence in this Agreement and will follow the timeline set forth in the scope of work (Exhibit A), unless modified pursuant to Section 12.

12. Amendments: No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.

13. Contractors and Subcontractors: Subrecipient will be fully responsible for all work performed by its contractors and subcontractors.

- a. SACOG reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
- b. Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:
  - (1) Comply with applicable State and Federal law requirements that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, the Drug-Free Workplace Act, and "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR, Part 200.
  - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
  - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Subrecipient or any subcontractor in performing work associated with this Agreement or any part of it.

- (4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- (5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
- (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 26 below.

14. Indemnity: Subrecipient shall defend, indemnify and hold harmless SACOG, its officers and employees from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, whether incurred by SACOG's staff attorneys or outside attorneys, arising out of or resulting from the performance of this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of Subrecipient, its officers, directors, agents, employees, volunteers, invitees, subconsultants, or subcontractors.

SACOG shall defend, indemnify and hold harmless Subrecipient, its officers and employees, from and against all demands, claims, actions, liabilities, losses, damages and costs, including payment of reasonable attorneys' fees, whether incurred by Subrecipient's staff attorneys or outside attorneys, arising out of or resulting from the performance of this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of SACOG, its officers, directors, agents, employees, volunteers, invitees, subconsultants, or subcontractors.

It is the intention of Subrecipient and SACOG that the provisions of this section be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, invitees, subconsultants or subcontractors. It is also the intention of Subrecipient and SACOG that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, invitees, subconsultants, or subcontractors.

15. Audit, Retention and Inspection of Records:

- a. SACOG or its designee will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any contractors or subcontractors. Subrecipient agrees to provide SACOG or its designee with any relevant information requested and will permit SACOG or its designees access to its

premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable Federal and State laws and regulations. Subrecipient further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

- b. If so directed by SACOG upon expiration of this Agreement, the Subrecipient will cause all Records relevant to the Scope of Work to be delivered to SACOG as depository.

16. Project Managers: SACOG's Project Manager for this Agreement is Kacey Lizon, unless SACOG otherwise informs Subrecipient. With the exception of notice of termination sent by certified mail pursuant to Section 8 (c) above, any notice, report, or other communication required by this Agreement will be mailed by first-class mail to the SACOG Project Manager at the following address:

Kacey Lizon,  
Sacramento Area Council of Governments  
1415 L Street, Suite 300  
Sacramento, California 95814  
Telephone: (916) 340-6221  
E-mail: klizon@sacog.org

Subrecipient's Project Manager for this Agreement is Greg Sandlund, unless Subrecipient otherwise informs SACOG. With the exception of notice of termination sent by certified mail pursuant to Section 8 (a) above, any notice, report, or other communication to Subrecipient required by this Agreement will be mailed by first-class mail to:

Greg Sandlund  
City of Sacramento  
300 Richards Boulevard, 3<sup>rd</sup> Floor  
Sacramento, CA 95811  
Telephone: (916) 808-8931  
E-mail: gsandlund@cityofsacramento.org

17. Successors: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

18. Waivers: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of SACOG to enforce at any time the provisions of this Agreement or to require at any time performance by the Subrecipient of these provisions, will in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of SACOG to enforce these provisions.

19. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Subrecipient assures SACOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA, including but not limited to those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38.

20. Compliance with Non-discrimination and Equal Employment Opportunity Laws: It is SACOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations, (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. SACOG does not discriminate on the basis of race, color, sex, creed, religious creed, national origin, age, marital status, ancestry, medical condition, disability (including HIV and AIDS), sexual orientation or gender identity in conducting its business. SACOG prohibits discrimination by its employees, subrecipients, contractors and consultants.

Subrecipient assures SACOG that it complies with, and that Subrecipient will require that its contractors and subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Subrecipient to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

- a. Subrecipient and its contractors and subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued.
- b. Subrecipient and its contractors and subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Subrecipient and its contractors and subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Subrecipient and its contractors and subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. Subrecipient and its contractors and subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial

of family and medical care leave and pregnancy disability leave. Subrecipient and its contractors and subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient and its contractors and subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- d. Subrecipient and its subcontractors shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. Subrecipient and its contractors will include the provisions of this Section 21 in all contracts to perform work funded under this Agreement.

21. Drug-Free Certification: By signing this Agreement, Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, *et seq.*) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The person's or the organization's policy of maintaining a drug-free workplace;
  - (3) Any available counseling, rehabilitation, and employee assistance programs; and
  - (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Subrecipient who works under this Agreement will:
  - (1) Receive a copy of Subrecipient's Drug-Free Workplace Policy Statement; and

- (2) Agree to abide by the terms of Subrecipient's Statement as a condition of employment on this Agreement.

22. Union Organizing: By signing this Agreement, Subrecipient hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Subrecipient will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Subrecipient will not meet with employees or supervisors on SACOG or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

23. Prohibition of Expending State or Federal Funds for Lobbying:

- a. Subrecipient certifies, to the best of his or her knowledge or belief, that:
  - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- c. Subrecipient also agrees by signing this Agreement that he or she will require that the language of this certification be included in all lower tier contracts and subcontracts.

24. Prevailing Wage and Labor Requirements.

- a. Should Subrecipient award any construction contracts utilizing Federal funds under this Agreement, Subrecipient agrees to comply with all pertinent statutes, rules and regulations promulgated by the Federal government including, but not limited to, (i) prevailing wage requirements of the Davis Bacon Act (40 U.S.C. §276a, *et seq.*) and related regulations (29 CFR Part 5); (ii) anti-kick back and payroll records requirements of the Copeland “Anti-Kickback” Act (40 U.S.C. §276c and 18 U.S.C. §874) and related regulations (29 CFR Part 3); and (iii) workweek computation and overtime requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) and related regulations (29 CFR Part 5).
- b. Should Subrecipient award any “public work” contract, as defined by California Labor Code Section 1720, utilizing State funds under this Agreement, Subrecipient agrees to comply with all pertinent California statutes, rules, and regulations including, but not limited to, prevailing wage provisions of Labor Code Section 1771.
- c. Any contract or subcontract entered into as a result of this Agreement will contain all of the provisions of this section.

25. Disadvantaged Business Enterprise (DBE) Assurances by SACOG: SACOG has signed the following assurances, applicable to all U.S. Department of Transportation (DOT) assisted contracts: SACOG shall not discriminate on the basis of race, color, national origin, or sex in the award or performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 Code of Federal Regulations (CFR) Part 26. SACOG shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. SACOG’s DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in the Agreement. Implementation of the SACOG DBE Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to SACOG of any failure to carry out its approved program, DOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801, *et seq.*)

26. Disadvantaged Business Enterprise (DBEs) Participation by Subrecipient and its Contractors: This Agreement is subject to, and Subrecipient agrees to comply with, Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs.” DBE’s and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with Federal funds; however, DBE participation is not a condition of award. Subrecipient agrees to complete the

SACOG DBE Information Form so that SACOG may compile statistics for Federal reporting purposes. The SACOG DBE Information Form is attached hereto as Exhibit B and incorporated herein by this reference.

- a. Non-Discrimination: Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by Subrecipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as SACOG deems appropriate.
- b. Prompt Payments to DBE and Non-DBE Subcontractors: Subrecipient shall insert the following clauses in any contract funded under this Agreement:
  - (1) Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment Contractor receives from Subrecipient. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Subrecipient. This clause applies to both DBE and non-DBE subcontracts.
  - (2) Contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Subrecipient. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by Subrecipient agency. If Subrecipient makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. This clause applies to both DBE and non-DBE subcontracts.

In the event Contractor fails to promptly return retainage as specified above, Subrecipient shall consider it a breach of this Agreement, which may result in the termination of this Agreement or other such remedy as Subrecipient agency deems appropriate including, but not limited to, administrative sanctions or penalties, including the remedies specified in Section 7108.5 of the California Business and Professions Code.

- (3) The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

- c. Records: Subrecipient shall maintain records of all contracts and subcontracts entered into with certified DBEs and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE contractor, subcontractor or vendor and the total dollar amount actually paid each DBE contractor, subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to SACOG.
- d. Termination of a DBE: In conformance with 49 CFR Section 26.53:
- (1) Subrecipient shall not permit its contractor to terminate a listed DBE subcontractor unless the contractor has received prior written authorization from Subrecipient's Project Manager. Subrecipient's Project Manager will authorize termination only if the Project Manager determines that the contractor has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).
  - (2) Prior to requesting Subrecipient's authorization to terminate and/or substitute a DBE subcontractor, the contractor shall give notice in writing to the DBE subcontractor, with a copy to Subrecipient, of its intent to request termination and/or substitution, and the reason for the request. The DBE subcontractor shall have five days to respond to the contractor's notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why Subrecipient should not approve the contractor's action. Subrecipient may, in instances of public necessity, approve a response period shorter than five days.
  - (3) If a DBE subcontractor is terminated or fails to complete its work for any reason, the contractor shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
- e. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify the Subrecipient in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify the Subrecipient in writing with the date of certification. The contractor shall then provide to SACOG's Project Manager written documentation indicating the DBE's existing certification status.
- f. Noncompliance by Subrecipient. Subrecipient's failure to comply with any requirement of this Section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

Any contract entered into by Subrecipient as a result of this Agreement shall contain all of the provisions of this Section.

27. Non-Liability of SACOG: SACOG shall not be liable to Subrecipient or any third party for any claim for loss of profits or consequential damages. Further, SACOG shall not be liable to Subrecipient or any third party for any loss, cost, claim or damage, either direct or consequential, allegedly arising from a delay in performance or failure to perform under this Agreement.

28. Debarment Responsibilities: Subrecipient agrees that it will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.

29. Governing Law and Choice of Forum: This Agreement will be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement will be brought in the Superior Court of Sacramento County.

30. Integration: This Agreement represents the entire understanding of SACOG and Subrecipient as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.

31. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

32. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

33. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

34. Ownership; Permission: Subrecipient represents and warrants that all materials used in the performance of the Project work, including, without limitation, all computer software materials and all written materials, are either produced and owned by Subrecipient or that all required permissions and license agreements have been obtained and paid for by Subrecipient. Subrecipient will defend, indemnify and hold harmless SACOG and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

35. Counterparts: This Agreement may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument.

36. Amendments Required by Federal or State Agencies: If the FTA, FHWA, Caltrans, or any other Federal or State agency having jurisdiction, requires a change to the terms of this Agreement, and SACOG and Subrecipient agree, SACOG and Subrecipient will amend this Agreement as necessary, or will terminate it immediately.

37. Ambiguities: The parties have each carefully reviewed this Subrecipient Agreement and have agreed to each term and condition herein. No ambiguity will be construed against either party.

38. Press Releases: Each party will obtain other party's prior written approval of any press releases, or other public outreach materials, that include any reference to such other party or such other party's logo.

39. FFATA Requirements: Subrecipient agrees that it will comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA), including U.S. OMB guidance, "Reporting Subaward and Executive Compensation Information," 2 C.F.R. Part 170, [75 Fed. Reg. 55670 - 55671, September 14, 2010]. Subrecipient's compliance shall include the reporting, record retention, and access requirements set forth in Exhibit "E," attached hereto and incorporated herein.

40. Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and 176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d)) and 40 CFR part 93 ("Clean Air requirements"). Subrecipient agrees to report each Clean Air requirement violation to SACOG and understands and agrees that SACOG will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

41. Disputes: Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be submitted in writing to a committee consisting of SACOG's Contracts Administrator and Chief Operations Officer. This Committee may consider the written information or additional verbal information submitted by Subrecipient at the request of the Committee. A determination shall be made by the Committee within 10 business days. In the event that Subrecipient disputes the Committee's determination, Subrecipient may request review by SACOG's Chief Executive Officer of unresolved claims or disputes, other than audit, not later than 30 days after completion of all work under the Agreement. The Subrecipient's request for review must be submitted in writing. Neither the pendency of a dispute, nor its consideration by the Committee, will excuse Subrecipient from full and timely performance in accordance with this Agreement.

*(Signature page to follow)*

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE FIRST APPEARING ABOVE:

**SACRAMENTO AREA COUNCIL  
OF GOVERNMENTS**



MIKE McKEEVER  
Chief Executive Officer

**CITY OF SACRAMENTO**

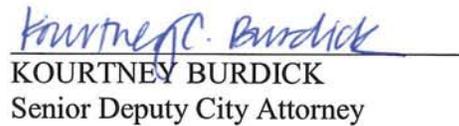
RYAN DEVORE  
Director of Community Development

APPROVED AS TO FORM:



RENNE SLOAN HOLTZMAN SAKAI  
Legal Counsel to SACOG

APPROVED AS TO FORM:



KOURTNEY BURDICK  
Senior Deputy City Attorney

RECOMMENDED BY:



KACEY LIZON  
Planning Manager

## EXHIBIT A

### SCOPE OF WORK

Pilot Program for Transit-Oriented Development Planning  
Project Title: Streetcar Toolkit – Stitching Together Two River Cities through TOD

The following work plan, tasks and deliverables focus on developing a Toolkit of policy and regulatory changes to remove barriers and facilitate Transit-Oriented Development (TOD) in the comprehensive planning area around the Streetcar project. Key staff are: Principal and Senior Planners for the City of Sacramento and SACOG. The timeline set forth below for each deliverable assumes a June 2016 start.

#### Tasks

##### **1. Update plans and guidelines.**

Subrecipient staff will work with a consultant to prepare a Downtown Specific Plan and revised design guidelines to better align with the city's priorities for TOD around the Streetcar.

*Deliverables 1.1, 1.2 and 1.3: Revised Specific Plans and Design Guidelines, Architectural Standards, September 2018*

##### **2. Create development standards.**

Sacramento will craft development standards to speed TOD in the Streetcar corridor. Subrecipient will consult with staff of Sacramento Regional Transit (RT) to help address the interface between adjacent private projects and Streetcar stations, wires and tracks.

*Deliverables 2.1 and 2.2: Development Standards, Streetcar Interface Engineering Standards, September 2018*

##### **3. Assess and update zoning codes.**

Subrecipient will consult with advisory groups on revisions to the City of Sacramento's Planning and Development Code and processes that would facilitate and encourage TOD projects around the Streetcar.

*Deliverables 3.3: City Code Changes, September 2018*

##### **4. Survey historical resources.**

Subrecipient will engage an expert to help select and survey sites in the older historic neighborhoods in the Streetcar corridor to inform environmental review in Task 6.

*Deliverable 4.1: Historical Resources Surveys, September 2018*

## **5. Assess infrastructure.**

The Streetcar runs through older neighborhoods. Subrecipient will engage a consultant to study infrastructure needs to support Streetcar TOD and develop a financing plan. The study will also assess green infrastructure such as bio swales that could reduce capacity demand. City staff and consultants will use the respective infrastructure studies to assess fee structures and analyze the potential for public infrastructure improvements and other public incentives to eliminate barriers to private investment and encourage TOD.

*Deliverables 5.1 and 5.2: Sacramento Infrastructure Study and Financing Plan, September 2018*

## **6. Analyze potential gentrification/displacement.**

Subrecipient currently has a no-net loss policy for Single Room Occupancy hotels (SROs), and Multi-family Lending Guidelines, administered by the Sacramento Housing and Redevelopment Agency (SHRA), whose top two priorities are preservation of subsidized housing at risk of losing affordability restrictions, and rehabilitation of existing regulated units. In this task, Subrecipient will consult with SHRA, as part of an outreach effort, will assess potential displacement of housing with expiring affordability contracts and other low cost rentals, and develop recommended affordability preservation strategies for at-risk SROs and other regulated and non-regulated housing around the Streetcar. Subrecipient will examine improvements to households' access to essential services and how local jurisdictions can assist at-risk and lower income residents in overcoming barriers to opportunities on both sides of the river.

*Deliverable 6.1: Analysis of housing displacement and strategy recommendations, September 2018.*

## **7. Complete review under the California Environmental Quality Act.**

Subrecipient will review the Project in compliance with the California Environmental Quality Act, so as to facilitate efficient environmental review of TOD projects anticipated to occur in the next 10 to 20 years in Sacramento's Streetcar planning area. To this end, Subrecipient will consult with RT Planning staff to identify the most favorable locations for development.

*Deliverable 7.1: Master EIR, September 2018*

## **8. Involve the private sector and community.**

Subrecipient will undertake significant outreach to engage stakeholders in the various work plan tasks, including through:

- Consultations, meetings, and workshops with stakeholders and residents, including outreach to lower-income residents coordinated with affordable housing providers and neighborhood organizations.

- An Advisory Group composed of property owners, private developers, affordable homebuilders, consultants, and other experts to help identify potential revisions to each city's requirements and project approval processes that would significantly facilitate infill development in the Streetcar corridor.

***Deliverable 8.1: Documentation of Advisory Committee and outreach meetings/input, September 2018***

**10. Prepare summary document.**

This document will introduce and summarize the Streetcar Toolkit, including why it was developed and lessons learned.

***Deliverables 10.1: Summary document, September 2018***

**BUDGET:** The amount to be paid to Subrecipient under this Agreement will not exceed Seven Hundred and Fifty Thousand Dollars (\$750,000), unless agreed to in advance by the parties pursuant to a written amendment. ***The Budget for the Scope of Work, including break down by Task and Deliverable, is attached.***



	City of Sacramento Deliverable	Grant Award	Matching Funds	Subrecipient Total
<b>FTA TOD Pilot Program Scope of Work</b>				
<b>Task 1. Update plans and guidelines to speed TOD in streetcar corridor</b>		\$50,000	\$12,500	\$62,500
Deliverable 1.1 Revised Design Guidelines	Yes			
Deliverable 1.2 Analysis of interaction of Existing/Future Land Uses and Streetcar	Yes			
Deliverable 1.3 Architectural Standards	Yes			
<b>Task 2. Create development standards (both, but engineering standards for West Sac specifically) to speed TOD in streetcar corridor</b>		\$10,000	\$2,500	\$12,500
Deliverable 2.1 Development Standards (private realm)	Yes			
Deliverable 2.2 Streetcar Interface Engineering Standards (public realm)	Yes, but limited to general principles/guidelines			
<b>Task 3. Assess and update zoning codes (revisions to codes and processes that would facilitate and encourage TOD around streetcar)</b>		\$10,000	\$2,500	\$12,500
Deliverable 3.1 Parking Study	No			
Deliverable 3.2 Revise Urban Parking Standards	No			
Deliverable 3.3 Zoning Code Changes	Yes			
<b>Task 4. Select areas and conduct historical resources surveys</b>		\$75,000	\$18,750	\$93,750
Deliverable 4.1 Historical Resource Survey within 1/2 mile of streetcar corridor	Yes			
<b>Task 5. Assess infrastructure needs, financing and incentives (corridor is defined as 1/2 mile from streetcar line)</b>		\$200,000	\$50,000	\$250,000
Deliverable 5.1 West Sacramento TOD Density Incentives	No			
Deliverable 5.2 Sacramento Infrastructure Study and Financing Plan	Yes			
<b>Task 6. Analyze potential displacement/gentrification (SHRA assess potential displacement of housing with expiring affordability contracts and other low cost rentals).</b>		\$5,000	\$1,250	\$6,250



Deliverable 6.1 Displacement/Gentrification Analysis and Strategy Recommendations	Yes			
<b>Task 7. Develop Master EIR</b>		\$280,000	\$74,608	\$354,608
Deliverable 7.1 Master EIR	Yes			
<b>Task 8. Conduct outreach with private sector and community</b>		\$100,000	\$25,000	\$125,000
Deliverable 8.1 Documentation of Advisory Committee and Outreach Meetings	Yes			
<b>Task 9. Manage grant</b>		\$0	\$0	\$0
<b>Task 10. Prepare summary document introducing the toolkit, why it was developed and lessons learned</b>		\$20,000	\$5,000	\$25,000
Deliverable 10.1. Summary document that introduces and explains use of deliverables 1.1 through 8.1	Yes			
<b>TOTAL:</b>		<b>\$750,000</b>	<b>\$192,108</b>	<b>\$942,108</b>



**EXHIBIT B**  
**DISADVANTAGED BUSINESS ENTERPRISE INFORMATION FORM**

Background

The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR). It is the policy of the Sacramento Area Council of Governments (SACOG), the California Department of Transportation ("Caltrans"), and the U.S. Department of Transportation that DBE's have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal transportation funds. A certified DBE may participate in the performance of SACOG contracts as a contractor, subcontractor, joint venture partner, or as a vendor of material or supplies.

Requirements and Purpose of Form

The awardee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Even if no DBE participation will be reported, the awardee shall check the "No DBE Participation" option below (Option #1), and sign and return this form.

Resources

The California Unified Certification Program (CUCP) may be used for DBE certification and to identify firms eligible to participate as DBE's. The CUCP database may be accessed on-line at <http://www.californiaucp.com> If you believe a firm is certified but cannot locate it in the CUCP database, you may contact the CalTrans Office of Certification toll free number 1-866-810-6346 for assistance. If you do not have internet access, you may order a written directory of certified DBE firms from the CalTrans Division of Procurement and Contracts/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

**DBE Participation Information**

*(Awardee must check at least one of the options below, provide required information regarding certified DBE's, and sign this Information Sheet on page 3)*

**Option #1 - No Certified DBE participation proposed for this contract.**

**Option #2 - It is proposed that the following DBE(s) be used on this contract:**  
*(Please attach an additional sheet if necessary)*

BAE Urban Economics, Inc.  
Name of Certified DBE

14806  
DBE Certification No.

2600 10th Street, Suite 300  
DBE Address

510-547-9380  
DBE Telephone No.

Berkeley, CA 94710

mkowta@bae1.com  
DBE E-Mail Address

Annual Gross Receipts (check one):

<input type="checkbox"/>	Less than \$500,000	<u>          </u>
<input type="checkbox"/>	\$500,000-\$1 million	Age of Firm
<input type="checkbox"/>	\$1 million-\$2 million	
<input checked="" type="checkbox"/>	\$2 million-\$5 million	
<input type="checkbox"/>	Over \$5 million	

Race/Ethnicity:  Asian Pacific       Caucasian       Other \_\_\_\_\_  
 Asian Subcontinent       Hispanic  
 Black       Native American

Subcontractor      \$84,989.98  
Capacity of DBE (e.g., contractor, subcontractor, vendor)      \$ Amount DBE Participation

Economic consulting services  
Description of services or materials to be provided by DBE

AIM Consulting, Inc.      35954  
**Name of Certified DBE**      **DBE**  
Certification No.

2523 J Street Ste. 202      916-442-1168      **DBE**  
DBE Address      Telephone No.  
Sacramento, CA 95816      gcornell@aimconsultingco.com  
DBE E-Mail Address

Annual Gross Receipts (check one):

<input type="checkbox"/>	Less than \$500,000	<u>10 years</u>
<input checked="" type="checkbox"/>	\$500,000-\$1 million	Age of Firm
<input type="checkbox"/>	\$1 million-\$2 million	
<input type="checkbox"/>	\$2 million-\$5 million	
<input type="checkbox"/>	Over \$5 million	

Race/Ethnicity:  Asian Pacific       Caucasian       Other \_\_\_\_\_  
 Asian Subcontinent       Hispanic  
 Black       Native American

Subcontractor      \$120,968.24  
Capacity of DBE (e.g., contractor, subcontractor, vendor)      \$ Amount DBE Participation

Outreach and Communications

Description of services or materials to be provided by DBE

**Submitted by:**

\_\_\_\_\_  
**Signature**

**Date**

\_\_\_\_\_  
**Print Name and Title**

\_\_\_\_\_  
**Name of Contractor, if different than signatory**



**EXHIBIT C**

**QUARTERLY PROGRESS REPORT**

**Division of Transportation FTA Planning Grant Program**

**Quarterly Report Statement for**

**District/Quarter:** DOT/Federal Transit Administration  
**District Grant Manager:** Benjamin Owen (202) 366-5602  
**(name/phone)** \_\_\_\_\_  
**Project Title:** \_\_\_\_\_  
**Grant Applicant:** \_\_\_\_\_  
**Grant Program & FY:** \_\_\_\_\_  
**Date funds were encumbered:** \_\_\_\_\_  
**Project End Date:** \_\_\_\_\_

	<b>Grant Funds (%)</b>	<b>Local Match (%)</b>	<b>Estimated % of Project Completed to Date</b>	<b>% of Total Amount Expended to Date</b>
<b>Total Authorized</b>	\$	\$	%	%
<b>Funds Expended to Date:</b>	\$0	\$0	0%	0%
<b>Balance Available:</b>	\$	\$		

1. Project status/general comments this quarter (progress, problems encountered, etc.)
  
2. Identify Community-Based Organizations involved in the project this quarter.
  
3. Discussion/evaluation of public participation efforts this quarter.
  
4. List of documents/materials forwarded to HQ this quarter (contacts, agreements, final reports, etc.).

**EXHIBIT D****Reporting, Record Retention, and Access Requirements  
(Federal Funding Accountability and Transparency Act – FFATA)**

1. Requirement for Data Universal Numbering System (DUNS) Number.  
Subrecipient shall provide its Data Universal Number System (DUNS) number to SACOG. A DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently at 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
2. Reporting of First-Tier Subawards.
  - a. SACOG is required to report each action that obligates \$25,000 or more in Federal funds, not including Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5), to <http://www.frs.gov> no later than the end of the month following the month in which the obligation is made. SACOG is required to report, and Subrecipient shall provide to SACOG, the following information regarding the Subrecipient and the award:
    - i. Name of entity receiving award
    - ii. Amount of award
    - iii. Funding agency
    - iv. NAICS code for contracts / CFDA program number for grants
    - v. Program source
    - vi. Award title descriptive of the purpose of the funding action
    - vii. Location of the entity (including congressional district)
    - viii. Place of performance (including congressional district)
    - ix. Unique identifier of the entity and its parent; and
    - x. Total compensation and names of top five executives, if applicable.
  - b. Upon execution of this Subrecipient Agreement, Subrecipient shall promptly provide SACOG with all information necessary to facilitate SACOG's compliance with the FFATA reporting requirements.
3. Reporting Total Compensation of Subrecipient Executives.
  - a. Subrecipient shall report to SACOG the names and total compensation of each of Subrecipient's five most highly compensated executives for Subrecipient's preceding completed fiscal year, if in Subrecipient's preceding fiscal year, Subrecipient received:
    - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Federal Funding Accountability and Transparency Act (FFATA), as defined at 2 C.F.R. § 170.320 (and subawards); and

- ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the FFATA (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a), 78o(d), or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
- iv. Total compensation means the cash and noncash dollar value earned by the executive during the Subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

- I. Salary and bonus.
- II. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- III. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- IV. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- V. Above-market earnings on deferred compensation which is not tax-qualified.
- VI. Other compensation, if the aggregate value of all such other compensation (*e.g.* severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- 4. Subrecipient shall for a minimum of three years after execution of this Agreement, maintain intact and readily accessible all data, documents, reports, records, subagreements, leases, third party contracts, and supporting materials related to the Project as the Federal Government may require.

5. Subrecipient shall permit, and require its subawardees to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, SACOG, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Subrecipient and its subawardees pertaining to the Project, as required by 49 U.S.C. § 5325(g).
  
6. Project Closeout. Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.



## APPENDIX 1

### A. ADDITIONAL FEDERAL REQUIREMENTS

As applicable, Subrecipient shall comply with the following:

#### 1. **FTA Circular C 4220.IF, Third Party Contracting Requirements**

This Circular sets forth the requirements a grantee shall adhere to in the solicitation, award and administration of its third party contracts;

#### 2. **FTA Circular C 5010.ID, Grant Management Guidelines**

This Circular provides guidelines and management procedures for Metropolitan Planning grants, Capital Program grants and Urbanized Area Formula grants for assistance programs of the FTA after award;

#### 3. **FTA Circular C 8100.IC, Program Guidance and Application Instructions for Metropolitan Planning Grants**

This Circular provides application instructions and program guidance instructions for the preparation of Metropolitan Planning Program grant applications for funds authorized by 49 U.S.C. 5303.

### B. **ADDITIONAL SUBRECIPIENT RESPONSIBILITIES**

Subrecipient shall comply with the following:

**1. PROJECT MANAGEMENT AND ADMINISTRATION:** The Subrecipient shall designate a person as Subrecipient Project Manager who is primarily responsible for the execution of the grant. Subrecipients and Subrecipient Project Managers have the following responsibilities:

1. Inform SACOG of any issues that arise with the projects, at the earliest possible time, to insure that the projects are completed on schedule and within budget;
2. Submit accurate and complete invoices. These invoices shall show the costs incurred, in detail. If there are staff costs they shall show the name(s) of the staff, their hourly pay rates, fringe benefit rates and costs, and overhead rate, if applicable. The invoices shall also show the billing period, project number and title, year to date budget and costs and the remaining budget for each project ;
3. Provide a report, self-certification and supporting documentation of local (non-federal)/in-kind match;
4. Obtain approval of indirect rates through submittal of Indirect Cost Rate Proposals prior to seeking reimbursement and provide SACOG with a copy of the approved rate from Caltrans or Federal Cognizant Agency;
5. Develop the scope of work for projects involving contractors;
6. Review the consultant's work products and providing progress reports;
7. Recommend approval of payment of invoices from the consultant, promptly; and
8. Provide estimates to complete projects and the estimated completion date.





## EXHIBIT B

### PROFESSIONAL SERVICES AGREEMENT

#### FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 1,872,541.25.
2. **Billable Rates.**

CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachments 1 and 2 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
  - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. All invoices submitted by CONTRACTOR shall contain the following information:
    - (1) Job Name
    - (2) Description of services billed under this invoice, and overall status of project
    - (3) Date of Invoice Issuance
    - (4) Sequential Invoice Number
    - (5) CITY's Purchase Order Number
    - (6) Total Contract Amount
    - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
    - (8) Total Billed to Date
    - (9) Total Remaining on Contract
    - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
  - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

D. Requests for payment shall be sent to:

*CDD-Accounting*  
*300 Richards Blvd., 3rd Floor*  
*Sacramento, CA 95811*

*Attn: CDD-Accounting*

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.
6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

Attachment 1 to Exhibit B

CITY OF SACRAMENTO 10-H FORM						
Approved with Supplement # (type Original if it is the Original): _____						
CONTRACTOR Name: <b>ESA</b>			Date: <b>12/21/2015</b>			
Project Name: <b>Sacramento Downtown Specific Plan</b>						
Project #:						
<b>Fringe Benefit %</b>		<b>+ *Overhead %</b>		<b>=</b>		<b>Combined %</b>
52.10%		158.50%				210.60%
<b>Profit %:</b>		<b>7.00%</b>				
[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A						
A x Profit % = B			A + B = Actual Fully Loaded Hourly Rate			
Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Project Director/Senior Director III	Brian D. Boxer	\$100.96	\$335.53	\$335.53
X		Project Manager/Director II	Harriet Ross	\$58.32	\$193.82	\$193.82
X		Specific Plan Lead/Director III	Daniel Dameron	\$76.20	\$253.24	\$253.24
X		Environmental Lead/Managing Associate II	Christina Erwin	\$48.08	\$159.79	\$159.79
X		Cultural Resources Lead/Senior Director III	Dana McGowan	\$86.54	\$287.61	\$287.61
X		GIS/Director II	Mike Leech	\$60.10	\$199.74	\$199.74
		Environmental Planner/Associate I	Matt Pruter	\$22.79	\$75.74	\$75.74
		Environmental Planner/Sr. Associate I	Cori Resha	\$35.63	\$118.41	\$118.41
		Environmental Planner/Associate II	Jon Teofilo	\$27.40	\$91.06	\$91.06
		Air Quality, Climate Change, and Noise Lead/Director II	Tim Rimpo	\$62.24	\$206.85	\$206.85
		Air Quality and Noise/Associate III	Stan Armstrong	\$31.56	\$104.89	\$104.89
		Hazards/Managing Associate II	Eric Schriewind	\$47.84	\$158.99	\$158.99
		Cultural Resources/Managing Associate II	Amber Grady	\$46.63	\$154.97	\$154.97
		Cultural Resources/Managing Associate I	Kathy Anderson	\$39.90	\$132.60	\$132.60
		Cultural Resources/Managing Associate I	Michael Williams	\$40.00	\$132.94	\$132.94
		Cultural Resources/Managing Associate III	Scott Baxter	\$50.19	\$166.80	\$166.80
		Senior Cultural Resources/Director II	Rebecca Allen	\$63.46	\$210.90	\$210.90
		Senior Hydrology and Utilities/Water/Senior Director II	Cathy McFee	\$83.65	\$278.00	\$278.00
		Biological Resources/Director II	Chris Filzer	\$61.08	\$202.99	\$202.99
		Biological Resources/Senior Associate II	LeChi Huynh	\$33.75	\$112.17	\$112.17
		Environmental Planner/Associate I	Natasha Singh	\$24.04	\$79.90	\$79.90
		Environmental Planner/Associate I	Samhita Saquib	\$21.63	\$71.89	\$71.89
		Hazards, Hydrology/Associate III	Megan Steer	\$28.37	\$94.29	\$94.29
		Hazards/Director II	Michael Burns	\$60.18	\$200.00	\$200.00
		Noise/Managing Associate II	Matt Fagundes	\$49.28	\$163.78	\$163.78
		Transportation/Senior Director II	Kelly Dunlap	\$76.92	\$255.64	\$255.64
		Transportation/Managing Associate III	Shadde Rosenblum	\$57.21	\$190.13	\$190.13
		Environmental Planner/Director II	Luke Evans	\$62.50	\$207.71	\$207.71
		Biological Resources/Associate III	Sarah Cannon	\$31.25	\$103.86	\$103.86
		Biological Resources/Director III	Gerrit Platenkamp	\$67.31	\$223.70	\$223.70
		Biological Resources/Managing Associate I	Josh Boldt	\$42.31	\$140.61	\$140.61
		Utilities/Managing Associate I	Robert Eckard	\$40.38	\$134.20	\$134.20
		Climate Change/Director III	Victoria Evans	\$66.35	\$220.51	\$220.51
		Project Coordinator/ Project Technician II	Stacey Bradford	\$31.25	\$103.86	\$103.86
		Project Coordinator/Project Technician III	Lisa Bradford	\$26.44	\$87.87	\$87.87
		GIS Analyst/Senior Associate III	Brad Allen	\$44.52	\$147.96	\$147.96
		GIS Analyst/Associate III	Eryn Pimentel	\$30.77	\$102.26	\$102.26
		Graphics/Project Technician II	James Songco	\$34.62	\$115.06	\$115.06
		Word Processing/Project Technician II	Kristine Olsen	\$31.25	\$103.86	\$103.86
		Word Processing/Project Technician III	Lisa Bautista Laxamana	\$41.73	\$138.69	\$138.69
		Word Processing/Project Technician II	Logan Sakai	\$25.48	\$84.68	\$84.68
		Production/Project Technician I	Joe Billela	\$22.02	\$73.18	\$73.18
		Cultural Resources/Senior Associate I	Robin Hoffman	\$37.02	\$123.03	\$123.03
		Cultural Resources/Managing Associate II	Eryn Brennan	\$44.23	\$146.99	\$146.99

Other Direct Costs (ODC) Items and Rates	Description	Rate
	Printing	Actual Cost
	Shipping/Postage	Actual Cost
	Mileage	Current IRS Rate
	Parking	Actual Cost

1. List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
2. Key Staff shall be determined by CITY Project Manager. (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
3. The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.
4. Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
5. Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
6. Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines.
7. Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.
8. The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
9. ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.

CONTRACTOR/SUBCONTRACTOR Project Manager's Signature \_\_\_\_\_

(type/print name here)

**CITY OF SACRAMENTO 10-H FORM**

Approved with Supplement # (type Original if it is the Original):

**CONTRACTOR Name:** AIM Consulting

**Date:** 12/18/2015

**Project Name:** Downtown Specific Plan

**Project #:**

<b>Fringe Benefit %</b>	<b>+ *Overhead %</b>	<b>=</b>	<b>Combined %</b>
39.00%	211.00%		250.00%
<b>Profit %:</b>	<b>7.00%</b>		
[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A			
A x Profit % = B		A + B = Actual Fully Loaded Hourly Rate	

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Project Manager	Gladys Cornell	\$48.08	\$180.06	\$180.06
X		Assistant Project Manager	Ciara Zanze	\$28.85	\$108.04	\$108.04
		Graphic Designer	Melinda Lang	\$35.00	\$131.08	\$131.08
		Electronic Communications Designer	Scott Race	\$36.50	\$136.69	\$136.69
		Project Coordinator	Ashley Baumgartner	\$17.50	\$65.54	\$65.54
		Project Coordinator	Nicole Porter	\$17.50	\$65.54	\$65.54
					\$0.00	\$0.00
					\$0.00	\$0.00

Other Direct Costs (ODC) Items and Rates	Estimated ODC Budgets Shall Be Included in Cost Proposal.	Description	Rate
		Mileage	Actual
		Parking	Actual
		Meeting Supplies	Actual
		Printed Materials	Actual
		Showcase Expenses	Actual

- List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
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By signing here, you agree to the terms above, and attest that all information is accurate and true.

CONTRACTOR/SUBCONTRACTOR Project Manager's Signature  
 (type/print name here)

**CITY OF SACRAMENTO 10-H FORM**

Approved with Supplement # (type Original if it is the Original):

**CONTRACTOR Name:** BAE Urban Economics

**Date:** 12.22.2015

**Project Name:** Sacramento Downtown Specific Plan

**Project #:**

<b>Fringe Benefit %</b>	<b>+ *Overhead %</b>	<b>=</b>	<b>Combined %</b>
39.00%	145.00%		184.00%
<b>Profit %:</b>	7.00%		
[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A			
A x Profit % = B		A + B = Actual Fully Loaded Hourly Rate	

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Principal	Matt Kowta	\$76.92	\$233.75	\$233.75
X		Principal	Janet Smith-Heimer	\$79.33	\$241.06	\$241.06
X		Sr. Associate	Aaron Noussaine	\$43.27	\$131.49	\$131.49
		Analyst	Matt Fairris	\$27.88	\$84.74	\$84.74
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00

Other Direct Costs (ODC) Items and Rates	Estimated ODC Budgets Shall Be Included in Cost Proposal.	Description	Rate

- List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
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CONTRACTOR/SUBCONTRACTOR Project Manager's Signature  
 (type/print name here)

**CITY OF SACRAMENTO 10-H FORM**

Approved with Supplement # (type Original if it is the Original): Original

CONTRACTOR Name: **DKS Associates**

Date: 3/10/2016

Project Name: **Downtown Specific Plan**

Project #: **RFP No. P16211222001**

<b>Fringe Benefit %</b>	+	<b>*Overhead %</b>	=	<b>Combined %</b>
61.36%		111.62%		172.98%
<b>Profit %:</b>		<b>7.00%</b>		
[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A				
A x Profit % = B		A + B = Actual Fully Loaded Hourly Rate		

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Principal Engineer	John Long	\$80.34	\$234.66	\$234.66
		Principal Specialist	Various	\$87.00	\$254.12	\$254.12
		Senior Engineer/Planner	Various	\$69.00	\$201.54	\$201.54
		Engineer/Planner	Various	\$57.00	\$166.49	\$166.49
		Associate Engineer/Planner	Various	\$48.00	\$140.20	\$140.20
		Assistant Engineer/Planner	Various	\$43.00	\$125.60	\$125.60
		Graphics	Various	\$30.00	\$87.63	\$87.63
		Administrative	Various	\$34.00	\$99.31	\$99.31
					\$0.00	\$0.00

Other Direct Costs (ODC) Items and Rates	Estimated ODC Budgets Shall Be Included in Cost Proposal.	Description	Rate
		Travel (mileage and parking)	IRS mileage rate/parking at cost

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CONTRACTOR/SUBCONTRACTOR Project Manager's Signature  
 (type/print name here)



Fringe Benefit %                      +    \*Overhead %                      =                      Combined %  
 71.17%                                      105.00%                                      176.17%  
 Profit %:                                      7.00%  
**[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A**  
**A x Profit % = B                                      A + B = Actual Fully Loaded Hourly Rate**

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Principal III	Bob Grandy	\$84.10	\$248.52	\$248.52
		Principal II	John Gard	\$84.10	\$248.52	\$248.52
		Principal IV	Ronald Milam	\$84.10	\$248.52	\$248.52
X		Associate II	David Carter	\$47.60	\$140.66	\$140.66
		Associate I	Lindsey Soza	\$38.94	\$115.07	\$115.07
		Associate I	David Stanek	\$56.73	\$167.64	\$167.64
		Associate II	Brandy Foust	\$47.60	\$140.66	\$140.66
		Senior Engineering Technician III	Tiiki Rysen	\$38.46	\$113.65	\$113.65
		Senior Engineering Technician II	Jackie Zielstorff	\$34.13	\$100.85	\$100.85
		Senior Engineer Planner III	Kwasi Donkor	\$41.59	\$122.90	\$122.90
		Senior Engineering Technician IV	Steve Rhyne	\$46.88	\$138.53	\$138.53
		Senior Engineering Technician III	Carrie Carsell	\$36.63	\$108.24	\$108.24
		Senior Engineering Technician I	Sarah Holland	\$33.17	\$98.02	\$98.02
		Engineer/Planner II	Rodney Brown	\$35.58	\$105.14	\$105.14
		Engineer/Planner II	Danny Murphy	\$33.65	\$99.44	\$99.44
		Engineer/Planner I	Emily Alice Gerhart	\$26.44	\$78.13	\$78.13
		Engineer/Planner II	Greg Behrens	\$33.65	\$99.44	\$99.44
		Engineer/Planner II	Neil Smolen	\$31.25	\$92.34	\$92.34
		Engineer/Planner II	Ryan Sager	\$31.25	\$92.34	\$92.34
		Engineer/Planner II	Jimmy Fong	\$30.29	\$89.51	\$89.51
		Engineer/Planner I	Kyle Shipley	\$29.81	\$88.09	\$88.09
		Engineer/Planner I	David Manciat	\$28.85	\$85.25	\$85.25
		Engineer/Planner I	Rebecca Shafer	\$28.85	\$85.25	\$85.25
		Technician I	Jessica Sandoval	\$25.00	\$73.88	\$73.88
		Administrative Assistant III	Tanya Zito	\$25.00	\$73.88	\$73.88
		Senior Administrative Assistant I	JoLynn Souto	\$26.44	\$78.13	\$78.13
		Administrative Assistant I	Jenny Elia	\$21.00	\$62.06	\$62.06
		Associate II	Charlie Alexander	\$50.96	\$150.59	\$150.59
		Engineer/Planner I	Emily Finkel	\$28.85	\$85.25	\$85.25

Other Direct Costs (ODC) Items and Rates	Estimated ODC Budgets Shall Be Included in Cost Proposal.	Description	Rate
		Mileage / Parking	Current IRS Rate
		Meeting Supplies / Postage	At Cost
		Traffic Counts	At Cost

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CONTRACTOR/SUBCONTRACTOR Project Manager's Signature  
 Kristin Calia

**CITY OF SACRAMENTO 10-H FORM**

Approved with Supplement # (type Original if it is the Original):

CONTRACTOR Name: **Geocon Consultants, Inc.**

Date: 12/11/2015

Project Name: **Sacramento Downtown Specific Plan**

Project #:

<b>Fringe Benefit %</b>	+	<b>*Overhead %</b>	=	<b>Combined %</b>
45.96%		155.00%		200.96%

**Profit %:** 7.00%

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A  
 A x Profit % = B      A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Project Manager	Jim Brake	\$65.00	\$209.32	\$209.32
X		Senior Geologist	Tim Berger	\$50.00	\$161.01	\$161.01
		Senior Scientist	Rebecca Silva	\$38.00	\$122.37	\$122.37
		Project Scientist	Nicole Hastings-Bethel	\$27.00	\$86.95	\$86.95
		Senior Staff Geologist	Matt Tidwell	\$25.00	\$80.51	\$80.51
		Project Geologist	Kristeen Bennett	\$32.00	\$103.05	\$103.05
		Administrative Assistant	Christina Boeschen	\$22.00	\$70.85	\$70.85
		Graphics	Dirk Hansen	\$37.50	\$120.76	\$120.76
					\$0.00	\$0.00
					\$0.00	\$0.00

Other Direct Costs (ODC) Items and Rates	Estimated ODC Budgets Shall Be Included in Cost Proposal.	Description	Rate
		Mileage	IRS Rate (\$0.54 for 2016)
		Database Report	Actual

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CONTRACTOR/SUBCONTRACTOR Project Manager's Signature  
 (type/print name here)

**CITY OF SACRAMENTO 10-H FORM**

Approved with Supplement # (type Original if it is the Original):

CONTRACTOR Name: NV5

Date: 12/22/2015

Project Name: Sacramento Downtown Specific Plan

Project #:

Fringe Benefit %	+ *Overhead %	=	Combined %
30.75%	112.50%		143.25%
Profit %:	7.00%		
[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A			
A x Profit % = B		A + B = Actual Fully Loaded Hourly Rate	

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Project Manager	Jay Radke	\$68.00	\$176.99	\$176.99
		Senior Engineer		\$58.00	\$150.96	\$150.96
		CAD Technician		\$40.00	\$104.11	\$104.11
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00

Other Direct Costs (ODC) Items and Rates	Estimated ODC Budgets Shall Be Included in Cost Proposal.	Description	Rate
		Printing	Actual Cost
		Shipping/Postage	Actual Cost
		Mileage	Current IRS Rate
		Parking	Actual Cost

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CONTRACTOR/SUBCONTRACTOR Project Manager's Signature  
 (type/print name here)

**CITY OF SACRAMENTO 10-H FORM**

Approved with Supplement # (type Original if it is the Original):

CONTRACTOR Name: **Torti Gallas** Date: **12.21.2015**

Project Name: **Downtown Sacramento Specific Plan**

Project #:

**Fringe Benefit %** + **\*Overhead %** = **Combined %**  
**40.00%** + **110.00%** = **150.00%**

**Profit %:** **7.00%**

**[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A**  
**A x Profit % = B**      **A + B = Actual Fully Loaded Hourly Rate**

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Principal-in-Charge, Project Manager	Neal I, Payton, AIA	\$70.49	\$188.57	\$188.57
X		Associate Project Manager	Martin Leitner, AIA	\$44.71	\$119.60	\$119.60
X		Senior Architectural Designer	Chris Jonick	\$52.88	\$141.47	\$141.47
		Digital Modeler	Joice Kuo	\$31.25	\$83.59	\$83.59
		Urban Designer	Rogelio Huerta	\$28.85	\$77.16	\$77.16
		Urban Designer	Alison Collins	\$27.40	\$73.31	\$73.31
X		Senior Digital Modeler/Digital Renderer	Rado Brandersky	\$48.08	\$128.61	\$128.61
		Administration	Ricardo Bazan	\$33.65	\$90.02	\$90.02
					\$0.00	\$0.00
					\$0.00	\$0.00

Other Direct Costs (ODC) Items and Rates	Estimated ODC Budgets Shall Be Included in Cost Proposal.	Description	Rate
		Mileage	Actual
		Travel/Lodging	Actual
		Printing	Actual

- List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
- Key Staff shall be determined by CITY Project Manager. (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
- The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.
- Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
- Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
- Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines.
- Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.
- The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
- ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.

CONTRACTOR/SUBCONTRACTOR Project Manager's Signature  
 (type/print name here)

Sacramento Downtown Specific Plan											
	SUMMARY										
	Environmental Science Associates Firm	AIM Consulting (Subconsultant)	Bay Area Economics (Subconsultant)	DKS Associates (Subconsultant)	EPS (Subconsultant)	Fehr & Peers (Subconsultant)	GEOCON (Subconsultant)	NVS (Subconsultant)	Torti Gallas (Subconsultant)	Cost Subtotal	
<b>Task 1: Project Initiation</b>											
1.1 Gather Data	\$1,389.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,389.52
1.2 Attend Kick-Off Meeting	\$3,367.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,367.29
1.3 Lead Walking Tour	\$6,885.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,074.62	\$0.00	\$13,959.88
<b>Task 1 Subtotal</b>	<b>\$11,642.07</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$7,074.62</b>	<b>\$0.00</b>	<b>\$18,716.69</b>
<b>Task 2: Initial Confirmation of Opportunity Sites</b>											
2.1 Review of City Opportunity	\$2,806.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,806.43
2.2 Soliciting Developer/Landowner Requests	\$13,824.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,824.23
2.3 Review and Screening of Initial Opportunity Sites	\$12,257.64	\$0.00	\$0.00	\$0.00	\$2,976.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,233.66
<b>Task 2 Subtotal</b>	<b>\$28,888.30</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,976.02</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$31,864.32</b>
<b>Task 3: Technical Studies</b>											
3.1 Prepare Housing Market Analysis	\$5,934.96	\$0.00	\$57,617.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$63,552.36
3.2 Prepare Hazardous Materials Screening	\$3,823.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,548.61	\$0.00	\$0.00	\$0.00	\$54,372.27
3.3 Prepare Infrastructure Analysis	\$5,716.15	\$0.00	\$2,717.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,433.54
3.4 Identify Transportation Deficiencies	\$1,537.48	\$0.00	\$0.00	\$11,355.92	\$0.00	\$14,097.63	\$0.00	\$0.00	\$0.00	\$0.00	\$26,891.03
3.5 Prepare Parking Analysis	\$1,788.27	\$0.00	\$0.00	\$4,995.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,783.44
3.6 Prepare Historic Resources Evaluations	\$122,376.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$122,376.23
3.7 Review Other Plans and Studies	\$9,479.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,479.92
3.8 Identify Amenities	\$16,589.05	\$0.00	\$3,710.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,299.89
<b>Task 3 Subtotal</b>	<b>\$167,245.73</b>	<b>\$0.00</b>	<b>\$64,046.63</b>	<b>\$16,251.09</b>	<b>\$0.00</b>	<b>\$14,097.63</b>	<b>\$50,548.61</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$312,188.69</b>
<b>Task 4: Background Report</b>											
4.1 Prepare Background Report	\$56,486.18	\$0.00	\$9,759.22	\$1,008.64	\$0.00	\$5,062.42	\$0.00	\$0.00	\$0.00	\$0.00	\$72,316.46
<b>Task 4 Subtotal</b>	<b>\$56,486.18</b>	<b>\$0.00</b>	<b>\$9,759.22</b>	<b>\$1,008.64</b>	<b>\$0.00</b>	<b>\$5,062.42</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$72,316.46</b>
<b>Task 5: Confirm Final Opportunity Sites</b>											
5.1 Refine Opportunity Sites	\$7,150.87	\$0.00	\$1,723.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,874.80
5.2 Define Development Potential of Opportunity Sites	\$5,213.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$64,008.14	\$0.00	\$69,221.19
5.3 Identify Final Opportunity Sites	\$5,768.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,768.79
<b>Task 5 Subtotal</b>	<b>\$18,132.71</b>	<b>\$0.00</b>	<b>\$1,723.93</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$64,008.14</b>	<b>\$0.00</b>	<b>\$83,864.78</b>
<b>Task 6: Implementation</b>											
6.1 Identify Engineering and Development Standards	\$1,995.12	\$0.00	\$0.00	\$0.00	\$0.00	\$14,982.18	\$0.00	\$0.00	\$2,746.70	\$0.00	\$19,724.00
6.2 Prepare Infrastructure Finance Plan	\$4,350.22	\$0.00	\$0.00	\$0.00	\$75,159.94	\$0.00	\$0.00	\$171,783.15	\$0.00	\$0.00	\$251,293.31
6.3 Prepare Historic Resource Guidelines	\$4,747.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,747.70
6.4 Identify Process Streamlining	\$15,796.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,796.48
6.5 Define GP and Zoning Changes	\$11,476.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,476.77
<b>Task 6 Subtotal</b>	<b>\$38,366.29</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$75,159.94</b>	<b>\$14,982.18</b>	<b>\$0.00</b>	<b>\$171,783.15</b>	<b>\$2,746.70</b>	<b>\$0.00</b>	<b>\$303,038.27</b>
<b>Task 7: Design Guidelines Amendments</b>											
7.1 Prepare Preliminary Draft Amendments and Standards	\$5,363.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58,337.27	\$0.00	\$63,701.20
7.2 Prepare Draft Amendments and Standards	\$3,813.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,906.35	\$0.00	\$26,719.71
7.3 Prepare Final Amendments and Standards	\$1,012.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,427.41	\$0.00	\$7,439.52
<b>Task 7 Subtotal</b>	<b>\$10,189.41</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$64,771.03</b>	<b>\$0.00</b>	<b>\$74,960.43</b>
<b>Task 8: Downtown Specific Plan</b>											
8.1 Prepare Working Outline	\$8,681.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,681.70
8.2 Prepare Public Art Chapter	\$10,144.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,476.93	\$0.00	\$47,621.80
8.3 Prepare Administrative Draft DSP	\$66,185.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$66,185.31
8.4 Prepare Public Review Draft DSP	\$50,260.61	\$0.00	\$1,425.90	\$6,875.84	\$0.00	\$6,964.27	\$0.00	\$0.00	\$0.00	\$0.00	\$65,526.62
8.5 Prepare Final DSP	\$9,252.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,252.27
<b>Task 8 Subtotal</b>	<b>\$144,524.77</b>	<b>\$0.00</b>	<b>\$1,425.90</b>	<b>\$6,875.84</b>	<b>\$0.00</b>	<b>\$6,964.27</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$37,476.93</b>	<b>\$0.00</b>	<b>\$197,267.70</b>
<b>Task 9: Environmental Impact Report</b>											
9.1 Project Management and Ongoing Meetings	\$27,406.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,406.25
9.2 Administrative Draft EIR	\$146,354.04	\$0.00	\$0.00	\$62,050.24	\$0.00	\$135,833.24	\$0.00	\$0.00	\$0.00	\$0.00	\$344,237.52
9.3 Screencheck and Draft EIR	\$31,353.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,353.94
9.4 Administrative and Final EIR	\$22,275.36	\$0.00	\$0.00	\$7,346.60	\$0.00	\$11,590.77	\$0.00	\$0.00	\$0.00	\$0.00	\$41,212.72
9.5 Mitigation Monitoring Plan	\$2,660.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,660.13
9.6 Findings of Fact and SOC	\$3,588.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,588.36
<b>Task 9 Subtotal</b>	<b>\$235,638.09</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$69,396.84</b>	<b>\$0.00</b>	<b>\$147,424.01</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$450,458.93</b>
<b>Task 10: Outreach Plan and Materials</b>											
10.1 Community Advisory Group (CAG)	\$7,021.46	\$0.00	\$1,826.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,645.43	\$0.00	\$11,493.08
10.2 Infill Development Showcase and Roundtable	\$6,260.79	\$11,323.04	\$2,191.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,775.28
10.3 Interest-Based Stakeholder Meetings	\$5,397.77	\$39,333.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,731.65
10.4 Community Workshops	\$5,114.34	\$30,751.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,866.19
10.5 Other Community-Wide Engagement	\$1,162.93	\$31,809.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,972.40
10.6 Technical Advisory Group (TAG) Meetings	\$4,070.26	\$0.00	\$0.00	\$3,989.22	\$4,754.95	\$4,670.11	\$0.00	\$0.00	\$0.00	\$0.00	\$17,484.54
10.7 City Manager/Council Meetings	\$4,234.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,234.83
10.8 Planning Commission and City Council Hearings	\$6,260.79	\$0.00	\$1,460.96	\$1,407.96	\$2,377.48	\$1,556.70	\$0.00	\$0.00	\$0.00	\$0.00	\$13,063.89
10.9 Biweekly Conference Calls/ Meetings	\$22,241.92	\$0.00	\$2,556.68	\$10,794.36	\$4,754.95	\$8,661.75	\$0.00	\$0.00	\$0.00	\$0.00	\$49,009.67
10.10 Housing NOW! Application	\$19,684.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,684.88
<b>Task 10 Subtotal</b>	<b>\$81,448.98</b>	<b>\$113,218.24</b>	<b>\$8,036.29</b>	<b>\$16,191.64</b>	<b>\$11,867.38</b>	<b>\$14,888.57</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,645.43</b>	<b>\$0.00</b>	<b>\$248,316.42</b>
<b>Task 11: TOD Toolkit Summary Document</b>											
11.1 Prepare Toolkit Summary Document	\$24,952.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,952.50
<b>Task 11 Subtotal</b>	<b>\$24,952.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$24,952.50</b>
<b>ODC Subtotal</b>	<b>\$3,000.00</b>	<b>\$7,750.00</b>	<b>\$0.00</b>	<b>\$276.05</b>	<b>\$0.00</b>	<b>\$7,800.00</b>	<b>\$3,000.00</b>	<b>\$0.00</b>	<b>\$9,870.00</b>	<b>\$0.00</b>	<b>\$31,696.05</b>
<b>Grand Total</b>	<b>\$818,516.02</b>	<b>\$120,968.24</b>	<b>\$84,989.98</b>	<b>\$110,000.00</b>	<b>\$90,023.34</b>	<b>\$211,219.08</b>	<b>\$53,548.61</b>	<b>\$171,783.15</b>	<b>\$211,492.84</b>	<b>\$0.00</b>	<b>\$1,872,541.25</b>



Sacramento Downtown Specific Plan										
Staff Name and or Classification	AIM Consulting					Hours Subtotal	Labor Cost	OH+fringe 250.00	Profit 7%	Total Cost
	Cornell Project Manager	Zanze Asst. PM	Lang Graphics	Race Designer	Baumgartner Porter Coord.					
	Actual Base Hourly Rate	\$ 48.08	\$ 28.85	\$ 35.00	\$ 36.50					
<b>Task 1: Project Initiation</b>										
1.1 Gather Data	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
1.2 Attend Kick-Off Meeting	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
1.3 Lead Walking Tour	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 1 Subtotal</b>		0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 2: Initial Confirmation of Opportunity Sites</b>										
2.1 Review of City Opportunity	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
2.2 Soliciting Developer/Landowner Requests	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
2.3 Review and Screening of Initial Opportunity Sites	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 2 Subtotal</b>		0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 3: Technical Studies</b>										
3.1 Prepare Housing Market Analysis	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
3.2 Prepare Hazardous Materials Screening	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
3.3 Prepare Infrastructure Analysis	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
3.4 Identify Transportation Deficiencies	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
3.5 Prepare Parking Analysis	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
3.6 Prepare Historic Resources Evaluations	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
3.7 Review Other Plans and Studies	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
3.8 Identify Amenities	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 3 Subtotal</b>		0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 4: Background Report</b>	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 4 Subtotal</b>		0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 5: Confirm Final Opportunity Sites</b>										
5.1 Refine Opportunity Sites	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
5.2 Define Development Potential of Opportunity Sites	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
5.3 Identify Final Opportunity Sites	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 5 Subtotal</b>		0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 6: Implementation</b>										
6.1 Identify Engineering and Development Standards	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
6.2 Prepare Infrastructure Finance Plan	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
6.3 Prepare Historic Resource Guidelines	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
6.4 Identify Process Streamlining	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
6.5 Define GP and Zoning Changes	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 6 Subtotal</b>		0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 7: Design Guidelines Amendments</b>										
7.1 Prepare Preliminary Draft Amendments and Standards	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
7.2 Prepare Draft Amendments and Standards	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
7.3 Prepare Final Amendments and Standards	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 7 Subtotal</b>		0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 8: Downtown Specific Plan</b>										
8.1 Prepare Working Outline	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
8.2 Prepare Public Art Chapter	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
8.3 Prepare Administrative Draft DSP	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
8.4 Prepare Public Review Draft DSP	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
8.5 Prepare Final DSP	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 8 Subtotal</b>		0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 9: Environmental Impact Report</b>										
9.1 Project Management and Ongoing Meetings	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
9.2 Administrative Draft EIR	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
9.3 Screencheck and Draft EIR	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
9.4 Administrative and Final EIR	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
9.5 Mitigation Monitoring Plan	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
9.6 Findings of Fact and SOC	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 9 Subtotal</b>		0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 10: Outreach Plan and Materials</b>										
10.1 Community Advisory Group (CAG)	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00
10.2 Infill Development Showcase and Roundtable	Hours	27	41	2	0	27	\$3,023.51	\$7,558.78	\$740.76	\$11,323.04
10.3 Interest-Based Stakeholder Meetings	Hours	108	104	0	0	132	\$44	\$10,503.04	\$26,257.60	\$2,573.24
10.4 Community Workshops	Hours	68	70	21	0	125	\$284	\$8,211.44	\$20,528.60	\$2,011.80
10.5 Other Community-Wide Engagement	Hours	45	95	0	13	178	\$331	\$8,493.85	\$21,234.63	\$2,080.99
10.6 Technical Advisory Group (TAG) Meetings	Hours						0	\$0.00	\$0.00	\$0.00
10.7 City Manager/Council Meetings	Hours						0	\$0.00	\$0.00	\$0.00
10.8 Planning Commission and City Council Hearings	Hours						0	\$0.00	\$0.00	\$0.00
10.9 Biweekly Conference Calls/ Meetings	Hours						0	\$0.00	\$0.00	\$0.00
10.10 Housing NOW! Application	Hours						0	\$0.00	\$0.00	\$0.00
<b>Task 10 Subtotal</b>		248	310	23	13	462	1056	\$30,231.84	\$75,579.60	\$7,406.80
<b>Task 11: TOD Toolkit Summary Document</b>	Hours							\$0.00	\$0.00	\$0.00
<b>Task 11 Subtotal</b>		0	0	0	0	0	0	\$0.00	\$0.00	\$0.00
Mileage/Parking										\$200.00
Meeting Supplies										\$650.00
Printing										\$1,400.00
Showcase Expenses										\$5,500.00
<b>ODC Subtotal</b>										\$7,750.00
<b>Grand Total</b>							1066	\$30,231.84	\$75,579.60	\$7,406.80
										\$120,868.24

Sacramento Downtown Specific Plan											
BAE Urban Economics											
Staff Name and or Classification	Smith-Heimer Principal	Kowta Principal	Nousaine Sr. Assoc.	Fairris Analyst	Hours Subtotal	Labor Cost	OH+fringe	Profit 7%	Total Cost		
<b>Actual Base</b>											
Hourly Rate	\$ 79.33	\$ 76.92	\$ 43.27	\$ 27.88			184.00%	7%			
<b>Task 1: Project Initiation</b>											
1.1 Gather Data	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
1.2 Attend Kick-Off Meeting	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
1.3 Lead Walking Tour	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Task 1 Subtotal</b>		0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Task 2: Initial Confirmation of Opportunity Sites</b>											
2.1 Review of City Opportunity	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
2.2 Soliciting Developer/Landowner Requests	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
2.3 Review and Screening of Initial Opportunity Sites	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Task 2 Subtotal</b>		0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Task 3: Technical Studies</b>											
3.1 Prepare Housing Market Analysis	Hours	16	56	183	196	451	\$18,960.58	\$34,887.46	\$3,769.36	\$57,617.40	
3.2 Prepare Hazardous Materials Screening	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
3.3 Prepare Infrastructure Analysis	Hours		6	10		16	\$894.23	\$1,645.38	\$177.77	\$2,717.39	
3.4 Identify Transportation Deficiencies	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
3.5 Prepare Parking Analysis	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
3.6 Prepare Historic Resources Evaluations	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
3.7 Review Other Plans and Studies	Hours		8	14		22	\$1,221.15	\$2,246.92	\$242.77	\$3,710.84	
3.8 Identify Amenities	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Task 3 Subtotal</b>		16	70	207	196	489	\$21,075.96	\$38,779.77	\$4,189.90	\$64,045.63	
<b>Task 4: Background Report</b>											
	Hours		12	40	20	72	\$3,211.54	\$5,909.23	\$638.45	\$9,759.22	
<b>Task 4 Subtotal</b>		0	12	40	20	72	\$3,211.54	\$5,909.23	\$638.45	\$9,759.22	
<b>Task 5: Confirm Final Opportunity Sites</b>											
5.1 Refine Opportunity Sites	Hours		4	6		10	\$567.31	\$1,043.85	\$112.78	\$1,723.93	
5.2 Define Development Potential of Opportunity Sites	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
5.3 Identify Final Opportunity Sites	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Task 5 Subtotal</b>		0	4	6	0	10	\$567.31	\$1,043.85	\$112.78	\$1,723.93	
<b>Task 6: Implementation</b>											
6.1 Identify Engineering and Development Standards	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
6.2 Prepare Infrastructure Finance Plan	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
6.3 Prepare Historic Resource Guidelines	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
6.4 Identify Process Streamlining	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
6.5 Define GP and Zoning Changes	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Task 6 Subtotal</b>		0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Task 7: Design Guidelines Amendments</b>											
7.1 Prepare Preliminary Draft Amendments and Standards	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
7.2 Prepare Draft Amendments and Standards	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
7.3 Prepare Final Amendments and Standards	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Task 7 Subtotal</b>		0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Task 8: Downtown Specific Plan</b>											
8.1 Prepare Working Outline	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
8.2 Prepare Public Art Chapter	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
8.3 Prepare Administrative Draft DSP	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
8.4 Prepare Public Review Draft DSP	Hours		2	6	2	10	\$469.23	\$863.38	\$93.28	\$1,425.90	
8.5 Prepare Final DSP	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Task 8 Subtotal</b>		0	2	6	2	10	\$469.23	\$863.38	\$93.28	\$1,425.90	
<b>Task 9: Environmental Impact Report</b>											
9.1 Project Management and Ongoing Meetings	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
9.2 Administrative Draft EIR	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
9.3 Screencheck and Draft EIR	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
9.4 Administrative and Final EIR	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
9.5 Mitigation Monitoring Plan	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
9.6 Findings of Fact and SOC	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Task 9 Subtotal</b>		0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Task 10: Outreach Plan and Materials</b>											
10.1 Community Advisory Group (CAG)	Hours		5	5		10	\$600.96	\$1,105.77	\$119.47	\$1,826.20	
10.2 Infill Development Showcase and Roundtable	Hours		6	6		12	\$721.15	\$1,326.92	\$143.37	\$2,191.44	
10.3 Interest-Based Stakeholder Meetings	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
10.4 Community Workshops	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
10.5 Other Community-Wide Engagement	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
10.6 Technical Advisory Group (TAG) Meetings	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
10.7 City Manager/Council Meetings	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
10.8 Planning Commission and City Council Hearings	Hours		4	4		8	\$480.77	\$884.62	\$95.58	\$1,460.96	
10.9 Biweekly Conference Calls/ Meetings	Hours		7	7		14	\$841.35	\$1,548.08	\$167.26	\$2,556.68	
10.10 Housing NOW! Application	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Task 10 Subtotal</b>		0	22	22	0	44	\$2,644.23	\$4,865.38	\$525.67	\$8,035.29	
<b>Task 11: TOD Toolkit Summary</b>											
Document	Hours						\$0.00	\$0.00	\$0.00	\$0.00	
<b>Task 11 Subtotal</b>		0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	
<b>ODC Subtotal</b>											
<b>Grand Total</b>							625	#####	#####	\$5,580.00	\$84,989.90

Sacramento Downtown Specific Plan										
	DKS Associates								Hours Subtotal	Labor Cost
	Staff Name and or Classification	Long Principal	Senior Engineer/Planner	Engineer/Planner	Associate Engineer/Planner	Assistant Engineer/Planner	Graphics	Admin		
<b>Task 1: Project Initiation</b>	Hourly Rate	\$ 234.66	\$ 170.00	\$ 140.00	\$ 100.00	\$ 92.00	\$ 88.00	\$ 70.00		
1.1 Gather Data	Hours								0	\$0.00
1.2 Attend Kick-Off Meeting	Hours								0	\$0.00
1.3 Lead Walking Tour	Hours								0	\$0.00
<b>Task 1 Subtotal</b>		0	0	0	0	0	0	0	0	\$0.00
<b>Task 2: Initial Confirmation of Opportunity Sites</b>										
2.1 Sites	Hours								0	\$0.00
2.2 Soliciting Developer/Landowner Requests	Hours								0	\$0.00
2.3 Review and Screening of Initial Opportunity Sites	Hours								0	\$0.00
<b>Task 2 Subtotal</b>		0	0	0	0	0	0	0	0	\$0.00
<b>Task 3: Technical Studies</b>										
3.1 Prepare Housing Market Analysis	Hours								0	\$0.00
3.2 Prepare Hazardous Materials Screening	Hours								0	\$0.00
3.3 Prepare Infrastructure Analysis	Hours								0	\$0.00
3.4 Identify Transportation Deficiencies	Hours	12	28			40			80	\$11,255.92
3.5 Prepare Parking Analysis	Hours	3.9	24						27.9	\$4,995.17
3.6 Prepare Historic Resources Evaluations	Hours								0	\$0.00
3.7 Review Other Plans and Studies	Hours								0	\$0.00
3.8 Identify Amenities	Hours								0	\$0.00
<b>Task 3 Subtotal</b>		15.9	52	0	0	40	0	0	107.9	\$16,251.09
<b>Task 4: Background Report</b>	Hours	4							1	\$1,008.64
<b>Task 4 Subtotal</b>		4	0	0	0	0	0	0	1	\$1,008.64
<b>Task 5: Confirm Final Opportunity Sites</b>										
5.1 Refine Opportunity Sites	Hours								0	\$0.00
5.2 Define Development Potential of Opportunity Sites	Hours								0	\$0.00
5.3 Identify Final Opportunity Sites	Hours								0	\$0.00
<b>Task 5 Subtotal</b>		0	0	0	0	0	0	0	0	\$0.00
<b>Task 6: Implementation</b>										
6.1 Identify Engineering and Development Standards	Hours								0	\$0.00
6.2 Prepare Infrastructure Finance Plan	Hours								0	\$0.00
6.3 Prepare Historic Resource Guidelines	Hours								0	\$0.00
6.4 Identify Process Streamlining	Hours								0	\$0.00
6.5 Define GP and Zoning Changes	Hours								0	\$0.00
<b>Task 6 Subtotal</b>		0	0	0	0	0	0	0	0	\$0.00
<b>Task 7: Design Guidelines Amendments</b>										
7.1 Prepare Preliminary Draft Amendments and Standards	Hours								0	\$0.00
7.2 Prepare Draft Amendments and Standards	Hours								0	\$0.00
7.3 Prepare Final Amendments and Standards	Hours								0	\$0.00
<b>Task 7 Subtotal</b>		0	0	0	0	0	0	0	0	\$0.00
<b>Task 8: Downtown Specific Plan</b>										
8.1 Prepare Working Outline	Hours								0	\$0.00
8.2 Prepare Public Art Chapter	Hours								0	\$0.00
8.3 Prepare Administrative Draft DSP	Hours								0	\$0.00
8.4 Prepare Public Review Draft DSP	Hours	24				12		2	38	\$6,875.84
8.5 Prepare Final DSP	Hours								0	\$0.00
<b>Task 8 Subtotal</b>		24	0	0	0	12	0	2	38	\$6,875.84
<b>Task 9: Environmental Impact Report</b>										
9.1 Project Management and Ongoing Meetings	Hours								0	\$0.00
9.2 Administrative Draft EIR	Hours	64	140	40	16	156		24	440	\$62,050.24
9.3 Screencheck and Draft EIR	Hours								0	\$0.00
9.4 Administrative and Final EIR	Hours	10	24			10			44	\$7,346.60
9.5 Mitigation Monitoring Plan	Hours								0	\$0.00
9.6 Findings of Fact and SOC	Hours								0	\$0.00
<b>Task 9 Subtotal</b>		74	164	40	16	166	0	24	484	\$69,396.84
<b>Task 10: Outreach Plan and Materials</b>										
10.1 Community Advisory Group (CAG)	Hours								0	\$0.00
10.2 Infill Development Showcase and Roundtable	Hours								0	\$0.00
10.3 Interest-Based Stakeholder Meetings	Hours								0	\$0.00
10.4 Community Workshops	Hours								0	\$0.00
10.5 Other Community-Wide Engagement	Hours								0	\$0.00
10.6 Technical Advisory Group (TAG) Meetings	Hours	17							17	\$3,989.22
10.7 City Manager/Council Meetings	Hours								0	\$0.00
10.8 Planning Commission and City Council Hearings	Hours	6							6	\$1,407.96
10.9 Biweekly Conference Calls/ Meetings	Hours	46							46	\$10,794.36
10.10 Housing NOW! Application	Hours								0	\$0.00
<b>Task 10 Subtotal</b>		69	0	0	0	0	0	0	69	\$16,191.54
<b>Task 11: TOD Toolkit Summary Document</b>	Hours									\$0.00
<b>Task 11 Subtotal</b>		0	0	0	0	0	0	0	0	\$0.00
Travel										276.05
<b>ODC Subtotal</b>										\$276.05
<b>Grand Total</b>									<b>703.9</b>	<b>\$110,000.00</b>

Sacramento Downtown Specific Plan												
Staff Name and or Classification	Economic & Planning Systems, Inc.						Hours Subtotal	Labor Cost	OH+fringe	Profit 7%	Total Cost	
	Zehnder Managing Principal	Gomes Managing Principal	Martin Executive VP	Research Associate	Research Analyst							
Actual Base												
Hourly Rate	\$ 90.78	\$ 73.75	\$ 56.25	\$ 37.26	\$ 26.44			194.00%	10%			
<b>Task 1: Project Initiation</b>												
1.1 Gather Data	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
1.2 Attend Kick-Off Meeting	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
1.3 Lead Walking Tour	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
<b>Task 1 Subtotal</b>		0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00		
<b>Task 2: Initial Confirmation of Opportunity Sites</b>												
2.1 Review of City Opportunity Sites	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
2.2 Soliciting Developer/Landowner Requests	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
2.3 Review and Screening of Initial Opportunity Sites	Hours	5	0	5	0	7	17	\$920.23	\$1,785.25	\$270.55	\$2,976.02	
<b>Task 2 Subtotal</b>		5	0	5	0	7	0	\$920.23	\$1,785.25	\$270.55	\$2,976.02	
<b>Task 3: Technical Studies</b>												
3.1 Prepare Housing Market Analysis	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
3.2 Prepare Hazardous Materials Screening	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
3.3 Prepare Infrastructure Analysis	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
3.4 Identify Transportation Deficiencies	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
3.5 Prepare Parking Analysis	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
3.6 Prepare Historic Resources Evaluations	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
3.7 Review Other Plans and Studies	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
3.8 Identify Amenities	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
<b>Task 3 Subtotal</b>		0	0	0	0	0	0	\$0.00	\$0.00	\$0.00		
<b>Task 4: Background Report</b>												
	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
<b>Task 4 Subtotal</b>		0	0	0	0	0	0	\$0.00	\$0.00	\$0.00		
<b>Task 5: Confirm Final Opportunity Sites</b>												
5.1 Refine Opportunity Sites	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
5.2 Define Development Potential of Opportunity Sites	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
5.3 Identify Final Opportunity Sites	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
<b>Task 5 Subtotal</b>		0	0	0	0	0	0	\$0.00	\$0.00	\$0.00		
<b>Task 6: Implementation</b>												
6.1 Identify Engineering and Development Standards	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
6.2 Prepare Infrastructure Finance Plan	Hours	30	60	131	166	96	483	\$23,240.55	\$45,086.67	\$6,832.72	\$75,159.94	
6.3 Prepare Historic Resource Guidelines	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
6.4 Identify Process Streamlining	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
6.5 Define GP and Zoning Changes	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
<b>Task 6 Subtotal</b>		30	60	131	166	96	0	\$23,240.55	\$45,086.67	\$6,832.72	\$75,159.94	
<b>Task 7: Design Guidelines Amendments</b>												
7.1 Prepare Preliminary Draft Amendments and Standards	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
7.2 Prepare Draft Amendments and Standards	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
7.3 Prepare Final Amendments and Standards	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
<b>Task 7 Subtotal</b>		0	0	0	0	0	0	\$0.00	\$0.00	\$0.00		
<b>Task 8: Downtown Specific Plan</b>												
8.1 Prepare Working Outline	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
8.2 Prepare Public Art Chapter	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
8.3 Prepare Administrative Draft DSP	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
8.4 Prepare Public Review Draft DSP	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
8.5 Prepare Final DSP	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
<b>Task 8 Subtotal</b>		0	0	0	0	0	0	\$0.00	\$0.00	\$0.00		
<b>Task 9: Environmental Impact Report</b>												
9.1 Project Management and Ongoing Meetings	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
9.2 Administrative Draft EIR	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
9.3 Screencheck and Draft EIR	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
9.4 Administrative and Final EIR	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
9.5 Mitigation Monitoring Plan	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
9.6 Findings of Fact and SOC	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
<b>Task 9 Subtotal</b>		0	0	0	0	0	0	\$0.00	\$0.00	\$0.00		
<b>Task 10: Outreach Plan and Materials</b>												
10.1 Community Advisory Group (CAG)	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
10.2 Infill Development Showcase and Roundtable	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
10.3 Interest-Based Stakeholder Meetings	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
10.4 Community Workshops	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
10.5 Other Community-Wide Engagement	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
10.6 Technical Advisory Group (TAG) Meetings	Hours	10	0	10	0	0	20	\$1,470.30	\$2,852.38	\$432.27	\$4,754.95	
10.7 City Manager/Council Meetings	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
10.8 Planning Commission and City Council Hearings	Hours	5	0	5	0	0	10	\$735.15	\$1,426.19	\$216.13	\$2,377.48	
10.9 Biweekly Conference Calls/ Meetings	Hours	10	0	10	0	0	20	\$1,470.30	\$2,852.38	\$432.27	\$4,754.95	
10.10 Housing NOW! Application	Hours					0	\$0.00	\$0.00	\$0.00	\$0.00		
<b>Task 10 Subtotal</b>		25	0	25	0	0	50	\$3,675.75	\$7,130.96	\$1,080.67	\$11,887.38	
<b>Task 11: TOD Toolkit Summary Document</b>												
	Hours							\$0.00	\$0.00	\$0.00	\$0.00	
<b>Task 11 Subtotal</b>		0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	
Mileage/Parking												
Traffic Counts and Meeting Supplies												
Postage												
ODC Subtotal												
<b>Grand Total</b>								<b>550</b>	<b>\$27,836.63</b>	<b>\$54,002.87</b>	<b>\$8,183.94</b>	<b>\$90,023.34</b>

Sacramento Downtown Specific Plan													
	Fehr & Peers												
	Staff Name and or Classification	Grandy Principal	Carter Associate	Sr. Eng/Planner	Engineer/Planner	Sr. Technician	Technician	Admin.	Hours Subtotal	Labor Cost	OH+fringe	Profit 7%	Total Cost
	Actual Base												
<b>Task 1: Project Initiation</b>	Hourly Rate	\$ 84.10	\$ 47.60	\$ 41.59	\$ 31.25	\$ 36.63	\$ 25.00	\$ 26.44			176.17%	7%	
1.1 Gather Data	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
1.2 Attend Kick-Off Meeting	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
1.3 Lead Walking Tour	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 1 Subtotal</b>		0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 2: Initial Confirmation of Opportunity Sites</b>													
2.1 Review of City Opportunity Sites	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
2.2 Soliciting Developer/Landowner Requests	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
2.3 Review and Screening of Initial Opportunity Sites	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 2 Subtotal</b>		0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 3: Technical Studies</b>													
3.1 Prepare Housing Market Analysis	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
3.2 Prepare Hazardous Materials Screening	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
3.3 Prepare Infrastructure Analysis	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
3.4 Identify Transportation Deficiencies	Hours	8	24		66	8	24		130	\$4,770.74	\$8,404.61	\$922.27	\$14,097.63
3.5 Prepare Parking Analysis	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
3.6 Prepare Historic Resources Evaluations	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
3.7 Review Other Plans and Studies	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
3.8 Identify Amenities	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 3 Subtotal</b>		8	24	0	66	8	24	0	130	\$4,770.74	\$8,404.61	\$922.27	\$14,097.63
<b>Task 4: Background Report</b>													
	Hours	2	4			8	34	8	56	\$1,713.16	\$3,018.07	\$331.19	\$5,062.42
<b>Task 4 Subtotal</b>		2	4	0	0	8	34	8	56	\$1,713.16	\$3,018.07	\$331.19	\$5,062.42
<b>Task 5: Confirm Final Opportunity Sites</b>													
5.1 Refine Opportunity Sites	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
5.2 Define Development Potential of Opportunity Sites	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
5.3 Identify Final Opportunity Sites	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 5 Subtotal</b>		0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 6: Implementation</b>													
6.1 Identify Engineering and Development Standards	Hours	20	24	4	64			3	115	\$5,070.08	\$8,931.96	\$980.14	\$14,982.18
6.2 Prepare Infrastructure Finance Plan	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
6.3 Prepare Historic Resource Guidelines	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
6.4 Identify Process Streamlining	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
6.5 Define GP and Zoning Changes	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 6 Subtotal</b>		20	24	4	64	0	0	3	115	\$5,070.08	\$8,931.96	\$980.14	\$14,982.18
<b>Task 7: Design Guidelines Amendments</b>													
7.1 Prepare Preliminary Draft Amendments and Standards	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
7.2 Prepare Draft Amendments and Standards	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
7.3 Prepare Final Amendments and Standards	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 7 Subtotal</b>		0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 8: Downtown Specific Plan</b>													
8.1 Prepare Working Outline	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
8.2 Prepare Public Art Chapter	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
8.3 Prepare Administrative Draft DSP	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
8.4 Prepare Public Review Draft DSP	Hours	4	8		16	12	28		68	\$2,356.76	\$4,151.90	\$455.61	\$6,964.27
8.5 Prepare Final DSP	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 8 Subtotal</b>		4	8	0	16	12	28	0	68	\$2,356.76	\$4,151.90	\$455.61	\$6,964.27
<b>Task 9: Environmental Impact Report</b>													
9.1 Project Management and Ongoing Meetings	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
9.2 Administrative Draft EIR	Hours	78	164	190	550	60	126	44	1276	\$45,966.96	\$80,979.99	\$8,886.29	\$135,833.24
9.3 Screencheck and Draft EIR	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
9.4 Administrative and Final EIR	Hours	24	40						64	\$3,922.40	\$6,910.09	\$758.27	\$11,590.77
9.5 Mitigation Monitoring Plan	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
9.6 Findings of Fact and SOC	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 9 Subtotal</b>		102	204	190	550	60	126	44	1276	\$49,889.36	\$87,890.09	\$9,644.56	\$147,424.01
<b>Task 10: Outreach Plan and Materials</b>													
10.1 Community Advisory Group (CAG)	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
10.2 Infill Development Showcase and Roundtable	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
10.3 Interest-Based Stakeholder Meetings	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
10.4 Community Workshops	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
10.5 Other Community-Wide Engagement	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
10.6 Technical Advisory Group (TAG) Meetings	Hours		12	12					24	\$1,580.40	\$2,784.19	\$305.52	\$4,670.11
10.7 City Manager/Council Meetings	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
10.8 Planning Commission and City Council Hearings	Hours	4	4						8	\$526.80	\$928.06	\$101.84	\$1,556.70
10.9 Biweekly Conference Calls/ Meetings	Hours	18	24				11		53	\$2,931.20	\$5,163.90	\$566.66	\$8,661.75
10.10 Housing NOW! Application	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 10 Subtotal</b>		34	40	0	0	0	11	0	85	\$5,038.40	\$8,876.15	\$974.02	\$14,888.57
<b>Task 11: TOD Toolkit Summary Document</b>													
	Hours									\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 11 Subtotal</b>		0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Mileage/Parking													\$1,400.00
Traffic Counts and Meeting Supplies													\$6,000.00
Postage													\$400.00
<b>ODC Subtotal</b>													\$7,800.00
<b>Grand Total</b>									1730	\$68,838.50	\$121,272.79	\$13,307.79	\$211,219.08

Sacramento Downtown Specific Plan															
Staff Name and or Classification	GEOCON										Hours Subtotal	Labor Cost	OHH/fringe	Profit 7%	Total Cost
	Brake Project Manager	Berger Geologist	Silva Scientist	Hastings-Bethel Scientist	Tidwell Geologist	Bennett Geologist	Hansen Graphics	Boesch Admin.							
<b>Actual Base</b>	\$ 65.00	\$ 50.00	\$ 38.00	\$ 27.00	\$ 25.00	\$ 32.00	\$ 37.50	\$ 22.00					200.96%	7%	
<b>Task 1: Project Initiation</b>															
1.1 Gather Data	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
1.2 Attend Kick-Off Meeting	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
1.3 Lead Walking Tour	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Task 1 Subtotal</b>		0	0	0	0	0	0	0	0	0	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Task 2: Initial Confirmation of Opportunity Sites</b>															
2.1 Review of City Opportunity	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2.2 Soliciting Developer/Landowner Requests	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2.3 Review and Screening of Initial Opportunity Sites	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Task 2 Subtotal</b>		0	0	0	0	0	0	0	0	0	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Task 3: Technical Studies</b>															
3.1 Prepare Housing Market Analysis	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
3.2 Prepare Hazardous Materials Screening	Hours	24	48	24	80	120	100	54	20		470	\$15,697.00	\$31,544.69	\$3,306.92	\$50,548.61
3.3 Prepare Infrastructure Analysis	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
3.4 Identify Transportation Deficiencies	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
3.5 Prepare Parking Analysis	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
3.6 Prepare Historic Resources Evaluations	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
3.7 Review Other Plans and Studies	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
3.8 Identify Amenities	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Task 3 Subtotal</b>		24	48	24	80	120	100	54	20	0	470	\$15,697.00	\$31,544.69	\$3,306.92	\$50,548.61
<b>Task 4: Background Report</b>	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Task 4 Subtotal</b>		0	0	0	0	0	0	0	0	0	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Task 5: Confirm Final Opportunity Sites</b>															
5.1 Refine Opportunity Sites	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
5.2 Define Development Potential of Opportunity Sites	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
5.3 Identify Final Opportunity Sites	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Task 5 Subtotal</b>		0	0	0	0	0	0	0	0	0	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Task 6: Implementation</b>															
6.1 Identify Engineering and Development Standards	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
6.2 Prepare Infrastructure Finance Plan	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
6.3 Prepare Historic Resource Guidelines	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
6.4 Identify Process Streamlining	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
6.5 Define GP and Zoning Changes	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Task 6 Subtotal</b>		0	0	0	0	0	0	0	0	0	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Task 7: Design Guidelines Amendments</b>															
7.1 Prepare Preliminary Draft Amendments and Standards	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
7.2 Prepare Draft Amendments and Standards	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
7.3 Prepare Final Amendments and Standards	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Task 7 Subtotal</b>		0	0	0	0	0	0	0	0	0	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Task 8: Downtown Specific Plan</b>															
8.1 Prepare Working Outline	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
8.2 Prepare Public Art Chapter	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
8.3 Prepare Administrative Draft DSP	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
8.4 Prepare Public Review Draft DSP	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
8.5 Prepare Final DSP	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Task 8 Subtotal</b>		0	0	0	0	0	0	0	0	0	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Task 9: Environmental Impact Report</b>															
9.1 Project Management and Ongoing Meetings	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
9.2 Administrative Draft EIR	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
9.3 Screencheck and Draft EIR	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
9.4 Administrative and Final EIR	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
9.5 Mitigation Monitoring Plan	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
9.6 Findings of Fact and SOC	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Task 9 Subtotal</b>		0	0	0	0	0	0	0	0	0	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Task 10: Outreach Plan and Materials</b>															
10.1 Community Advisory Group (CAG)	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
10.2 Infill Development Showcase and Roundtable	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
10.3 Interest-Based Stakeholder Meetings	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
10.4 Community Workshops	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
10.5 Other Community-Wide Engagement	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
10.6 Technical Advisory Group (TAG) Meetings	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
10.7 City Manager/Council Meetings	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
10.8 Planning Commission and City Council Hearings	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
10.9 Biweekly Conference Calls/ Meetings	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
10.10 Housing NOW! Application	Hours										0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Task 10 Subtotal</b>		0	0	0	0	0	0	0	0	0	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Task 11: TOD Toolkit Summary</b>															
Document	Hours											\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Task 11 Subtotal</b>		0	0	0	0	0	0	0	0	0	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Expenses															\$ 3,000.00
<b>ODC Subtotal</b>															\$ 3,000.00
<b>Grand Total</b>											<b>470</b>	<b>\$16,697.00</b>	<b>\$31,844.68</b>	<b>\$3,306.92</b>	<b>\$53,548.61</b>

Sacramento Downtown Specific Plan									
	NV5								
	Staff Name and or Classification	Radke Project Manager	Senior Engineer	CAD Technician	Hours Subtotal	Labor Cost	OH+fringe	Profit 7%	Total Cost
	Actual Base								
<b>Task 1: Project Initiation</b>	Hourly Rate	\$ 68.00	\$ 58.00	\$ 40.00			143.25%	7%	
1.1 Gather Data	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
1.2 Attend Kick-Off Meeting	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
1.3 Lead Walking Tour	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 1 Subtotal</b>		0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 2: Initial Confirmation of Opportunity Sites</b>									
2.1 Review of City Opportunity	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
2.2 Soliciting Developer/Landowner Requests	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
2.3 Review and Screening of Initial Opportunity Sites	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 2 Subtotal</b>		0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 3: Technical Studies</b>									
3.1 Prepare Housing Market Analysis	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
3.2 Prepare Hazardous Materials Screening	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
3.3 Prepare Infrastructure Analysis	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
3.4 Identify Transportation Deficiencies	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
3.5 Prepare Parking Analysis	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
3.6 Prepare Historic Resources Evaluations	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
3.7 Review Other Plans and Studies	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
3.8 Identify Amenities	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 3 Subtotal</b>		0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 4: Background Report</b>	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 4 Subtotal</b>		0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 5: Confirm Final Opportunity Sites</b>									
5.1 Refine Opportunity Sites	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
5.2 Define Development Potential of Opportunity Sites	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
5.3 Identify Final Opportunity Sites	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 5 Subtotal</b>		0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 6: Implementation</b>									
6.1 Identify Engineering and Development Standards	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
6.2 Prepare Infrastructure Finance Plan	Hours	200	640	382	1222	\$66,000.00	\$94,545.00	\$11,238.15	\$171,783.15
6.3 Prepare Historic Resource Guidelines	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
6.4 Identify Process Streamlining	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
6.5 Define GP and Zoning Changes	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 6 Subtotal</b>		200	640	382	0	1222	\$66,000.00	\$94,545.00	\$11,238.15
<b>Task 7: Design Guidelines Amendments</b>									
7.1 Prepare Preliminary Draft Amendments and Standards	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
7.2 Prepare Draft Amendments and Standards	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
7.3 Prepare Final Amendments and Standards	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 7 Subtotal</b>		0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 8: Downtown Specific Plan</b>									
8.1 Prepare Working Outline	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
8.2 Prepare Public Art Chapter	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
8.3 Prepare Administrative Draft DSP	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
8.4 Prepare Public Review Draft DSP	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
8.5 Prepare Final DSP	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 8 Subtotal</b>		0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 9: Environmental Impact Report</b>									
9.1 Project Management and Ongoing Meetings	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
9.2 Administrative Draft EIR	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
9.3 Screencheck and Draft EIR	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
9.4 Administrative and Final EIR	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
9.5 Mitigation Monitoring Plan	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
9.6 Findings of Fact and SOC	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 9 Subtotal</b>		0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 10: Outreach Plan and Materials</b>									
10.1 Community Advisory Group (CAG)	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
10.2 Infill Development Showcase and Roundtable	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
10.3 Interest-Based Stakeholder Meetings	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
10.4 Community Workshops	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
10.5 Other Community-Wide Engagement	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
10.6 Technical Advisory Group (TAG) Meetings	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
10.7 City Manager/Council Meetings	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
10.8 Planning Commission and City Council Hearings	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
10.9 Biweekly Conference Calls/ Meetings	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
10.10 Housing NOW! Application	Hours				0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 10 Subtotal</b>		0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 11: TOD Toolkit Summary</b>									
Document	Hours					\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 11 Subtotal</b>		0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Mileage/Parking Traffic Counts and Meeting Supplies Postage									
ODC Subtotal									\$0.00
<b>Grand Total</b>					1222	\$66,000.00	\$94,545.00	\$11,238.15	\$171,783.15

Sacramento Downtown Specific Plan														
Torti Gallas														
Staff Name and or Classification	Payton Project Manager	Leitner Asst. PM	Jonick Sr. Arch	Kuo Modeler	Huerta Designer	Collins Designer	Brandsky Modeler	Bazan Admin.	Hours Subtotal	Labor Cost	OH+fringe	Profit 7%	Total Cost	
<b>Actual Base</b>														
Hourly Rate \$ 70.49 \$ 44.71 \$ 52.88 \$ 31.25 \$ 28.85 \$ 27.40 \$ 48.08 \$ 33.65														
<b>Task 1: Project Initiation</b>														
1.1 Gather Data	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00	
1.2 Attend Kick-Off Meeting	Hours								0	\$0.00	\$0.00	\$0.00	\$0.00	
1.3 Lead Walking Tour	Hours	8	16				40		8	72	\$2,644.72	\$3,967.08	\$462.83	\$7,074.62
<b>Task 1 Subtotal</b>		8	16	0	0	0	40	0	8	72	\$2,644.72	\$3,967.08	\$462.83	\$7,074.62
<b>Task 2: Initial Confirmation of Opportunity Sites</b>														
2.1 Review of City Opportunity	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
2.2 Soliciting Developer/Landowner Requests	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
2.3 Review and Screening of Initial Opportunity Sites	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 2 Subtotal</b>		0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 3: Technical Studies</b>														
3.1 Prepare Housing Market Analysis	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
3.2 Prepare Hazardous Materials Screening	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
3.3 Prepare Infrastructure Analysis	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
3.4 Identify Transportation Deficiencies	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
3.5 Prepare Parking Analysis	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
3.6 Prepare Historic Resources Evaluations	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
3.7 Review Other Plans and Studies	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
3.8 Identify Amenities	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 3 Subtotal</b>		0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 4: Background Report</b>														
4.1 Review City History	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 4 Subtotal</b>		0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 5: Confirm Final Opportunity Sites</b>														
5.1 Refine Opportunity Sites	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
5.2 Define Development Potential of Opportunity Sites	Hours	30	44	34	150	342		44	41	685	\$23,928.28	\$35,892.41	\$4,187.45	\$64,008.14
5.3 Identify Final Opportunity Sites	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 5 Subtotal</b>		30	44	34	150	342	0	44	41	685	\$23,928.28	\$35,892.41	\$4,187.45	\$64,008.14
<b>Task 6: Implementation</b>														
6.1 Identify Engineering and Development Standards	Hours	6	12						2	20	\$1,026.81	\$1,540.21	\$179.69	\$2,746.70
6.2 Prepare Infrastructure Finance Plan	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
6.3 Prepare Historic Resource Guidelines	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
6.4 Identify Process Streamlining	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
6.5 Define GP and Zoning Changes	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 6 Subtotal</b>		6	12	0	0	0	0	0	2	20	\$1,026.81	\$1,540.21	\$179.69	\$2,746.70
<b>Task 7: Design Guidelines Amendments</b>														
7.1 Prepare Preliminary Draft Amendments and Standards	Hours	50	130	60	40	40	200		42	562	\$21,808.33	\$32,712.49	\$3,816.46	\$58,337.27
7.2 Prepare Draft Amendments and Standards	Hours	50	32				112		16	210	\$8,563.12	\$12,844.68	\$1,498.55	\$22,906.35
7.3 Prepare Final Amendments and Standards	Hours	6	16				40		5	67	\$2,402.77	\$3,604.15	\$420.48	\$6,427.41
<b>Task 7 Subtotal</b>		106	178	60	40	40	352	0	63	839	\$32,774.22	\$49,161.32	\$5,735.49	\$87,671.03
<b>Task 8: Downtown Specific Plan</b>														
8.1 Prepare Working Outline	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
8.2 Prepare Public Art Chapter	Hours	75	100				122		27	324	\$14,010.07	\$21,015.10	\$2,451.76	\$37,476.93
8.3 Prepare Administrative Draft DSP	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
8.4 Prepare Public Review Draft DSP	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
8.5 Prepare Final DSP	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 8 Subtotal</b>		75	100	0	0	0	122	0	27	324	\$14,010.07	\$21,015.10	\$2,451.76	\$37,476.93
<b>Task 9: Environmental Impact Report</b>														
9.1 Project Management and Ongoing Meetings	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
9.2 Administrative Draft EIR	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
9.3 Screencheck and Draft EIR	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
9.4 Administrative and Final EIR	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
9.5 Mitigation Monitoring Plan	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
9.6 Findings of Fact and SOC	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 9 Subtotal</b>		0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 10: Outreach Plan and Materials</b>														
10.1 Community Advisory Group (CAG)	Hours	8	8						2	18	\$988.94	\$1,483.42	\$173.07	\$2,645.43
10.2 Infill Development Showcase and Roundtable	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
10.3 Interest-Based Stakeholder Meetings	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
10.4 Community Workshops	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
10.5 Other Community-Wide Engagement	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
10.6 Technical Advisory Group (TAG) Meetings	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
10.7 City Manager/Council Meetings	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
10.8 Planning Commission and City Council Hearings	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
10.9 Biweekly Conference Calls/ Meetings	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
10.10 Housing NOW! Application	Hours									0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 10 Subtotal</b>		8	8	0	0	0	0	0	2	18	\$988.94	\$1,483.42	\$173.07	\$2,645.43
<b>Task 11: TOD Toolkit Summary</b>														
11.1 Document	Hours										\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 11 Subtotal</b>		0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>Travel/Lodging</b>														
Travel/Lodging														\$7,870.00
Color Printing														\$2,000.00
<b>ODC Subtotal</b>														\$9,870.00
<b>Grand Total</b>										<b>1956</b>	<b>\$76,373.02</b>	<b>\$113,059.53</b>	<b>\$13,190.28</b>	<b>\$211,492.84</b>

## Attachment 2 to Exhibit B

### I. COMPENSATION AND PAYMENT

- A. CONTRACTOR shall not commence performance until a written “Notice to Proceed” has been issued by CITY Project Manager.
- B. CONTRACTOR shall be reimbursed for services at the specific rate of compensation in the approved 10-H Form(s). Unless specifically identified as some other method, the specified rates shall include direct/base hourly rate, fringe benefits, overhead, and profit.
- C. CONTRACTOR shall be reimbursed for Other Direct Costs (ODC), at rates as identified on the approved 10-H Form(s) with receipts for actual costs.
- D. If applicable, CONTRACTOR shall pay prevailing wages to those workers employed on public works contracts performing applicable duties as required by the State Labor Code and City Code 3.60.180. CONTRACTOR shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. Based on prevailing adjustments, CONTRACTOR may request an adjustment in the rate(s) in the 10-H form. These adjusted rates will not go into effect until the approval date by the City of the Supplemental Agreement. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. A mistake, inadvertence, or neglect by CONTRACTOR in failing to pay the correct rates of prevailing wage will be remedied solely by CONTRACTOR and will not, under any circumstances, be considered as the basis of a claim against CITY on this Agreement.
- E. Unless specifically stated, the contract shall be a not-to-exceed by task, Other Direct Cost (ODC) line item, and total budget as included in the Cost Proposal. Written approval by CITY Project Manager is required for reallocation of budget between tasks, between ODC line items, or between tasks and ODCs. All reallocation requests must include a revised Cost Proposal. If the reallocation will directly or indirectly require an increase in the total contract amount, it will be require a Supplemental Agreement to be approved by the CITY as described in Section G.
- F. Written approval by CITY Project Manager is required for any staff substitutions or additions of staff under classifications included in the 10-H Form(s).

1. Updated 10-H Form(s) for CONTRACTOR and all SUBCONTRACTORS shall be included.
2. Any addition or substitution shall be paid at the same or lower rate of the previously approved or similar classification.
3. If a substitution involves Key Staff, CONTRACTOR shall request and justify the need for substitution and obtain written approval from CITY Project Manager. The justification shall include a resume of the proposed new Key Staff.

If the staff addition or substitution will include a new classification, any rate increase, or will directly or indirectly require an increase in total contract amount, it will require a Supplemental Agreement to be approved by the CITY as described in Section G.

**No work shall commence until written approval by the CITY Project Manager. Any work not in compliance with the above, and performed prior to the date of approval by the City, shall not be reimbursed.**

- G. Supplemental Agreements are required for any changes to the scope and terms of the agreement, including but not limited to the following:
1. Increasing the Agreement not-to-exceed amount.
    - a. Any increase to the not-to-exceed amount shall include a cost proposal documenting the increase.
  2. Adding task(s) within the advertised scope.
  3. Adding new classifications or adjusting rates:
    - a. Updated 10-H Form(s) for CONTRACTOR and all SUBCONTRACTORS shall be included.
    - b. CONTRACTOR may request cost of living increases in base salary of staff after the contract has been in effect for one year. The maximum increase, if approved, shall be the annual Cost of Living Adjustment (COLA) increase as calculated and used by the Social Security Administration. Any approved increase shall not go into effect until a Supplemental Agreement is executed.
  4. Adding SUBCONTRACTORS.
  5. Adding new Other Direct Cost (ODC) items not included in 10-H Form.
  6. Extending the sunset date of the Agreement.

**No work shall commence until the Supplemental Agreement is executed and written notification has been provided by CITY Project Manager. Any work not in compliance with the above, and performed prior to the date of the execution of the Supplemental Agreement by the City, shall not be reimbursed.**

#### H. Monthly Invoices

1. Invoices shall be made in arrears based on services provided at specific hourly rates and other direct cost(s) incurred per the approved 10-H Form(s).
2. CONTRACTOR AND SUBCONTRACTOR invoices shall be submitted using the City-template and include the following:
  - a. Task, Budget, and Billing Summary.
  - b. A copy of all invoices for Other Direct Costs and appropriate back up documentation, at rates consistent with the approved 10-H Form(s).
  - c. A copy of SUBCONTRACTOR invoices using the City template.
  - d. CONTRACTOR Project Manager's signature certifying that all charges have been reviewed and are in compliance with the contract terms.
  - e. Written approval of CITY Project Manager for any overtime expenses for Prevailing Wage staff consistent with the approved 10-H Form(s).
  - f. Written approval by CITY and CONTRACTOR of Reallocation of Budget between Tasks or between Tasks and Other Direct Costs.
3. For non-federally funded projects, CONTRACTOR shall meet the 5% Local Business Enterprise (LBE) participation requirement, unless an LBE waiver has been obtained by CITY Project Manager prior to the agreement being executed. CONTRACTOR will track LBE utilization, including for all subcontractors, and include the percentage achieved with each invoice. The 5% requirement only applies to those agreements awarded for a not-to-exceed amount over \$100,000.
4. For federally funded projects in compliance with 49 CFR 26.37, a Disadvantaged Business Enterprises Utilization Report (Form ADM-3069) is required, as specified in this Agreement.
5. CONTRACTOR may include SUBCONTRACTOR costs that are treated by the CONTRACTOR as accrued due to such costs having been billed by the SUBCONTRACTOR to CONTRACTOR and recognized by CONTRACTOR and CITY as valid, undisputed, due and payable.

6. CONTRACTOR shall not add a mark-up to SUBCONTRACTORS for professional services or other direct costs included in the approved 10-H form(s).
7. Invoices for approved monthly services shall be submitted by CONTRACTOR and received by CITY Project Manager within 45 calendar days of the completion of the approved monthly services specified in the Task, Budget, and Billing Summary.

#### **ARTICLE IV PERFORMANCE PERIOD (Verbatim)**

- A. This contract shall go into effect on \_\_\_\_\_, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on June 20, 2017, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

#### **ARTICLE V ALLOWABLE COSTS AND PAYMENTS (Verbatim)**

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANTs Cost Proposal (Attachment Number). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

I. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.

J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.

K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to LOCAL AGENCY'S Contract Administrator at the following address:

City of Sacramento  
Community Development Department  
Susanne Cook  
300 Richards Blvd., 3<sup>rd</sup> Floor  
Sacramento, California. 95811

L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.

M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.

N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this contract shall not exceed \$\_\_\_\_\_. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

Q. All subcontracts in excess of \$25,000 shall contain the above provisions.

#### **ARTICLE VI TERMINATION (Verbatim)**

A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

C. The maximum amount for which the Government shall be liable if this contract is terminated is \$500 dollars.

#### **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS (Verbatim)**

A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

D. All subcontracts in excess of \$25,000 shall contain the above provisions.

#### **ARTICLE IV PERFORMANCE PERIOD (Verbatim)**

A. This contract shall go into effect on \_\_\_\_\_, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on June 20, 2017, unless extended by contract amendment.

B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

#### **ARTICLE V ALLOWABLE COSTS AND PAYMENTS (Verbatim)**

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANTs Cost Proposal (Attachment Number). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.

- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

City of Sacramento  
Community Development Department  
Susanne Cook  
300 Richards Blvd., 3<sup>rd</sup> Floor  
Sacramento, California. 95811

L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.

M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.

N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this contract shall not exceed \$\_\_\_\_\_. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

Q. All subcontracts in excess of \$25,000 shall contain the above provisions.

#### **ARTICLE VI TERMINATION (Verbatim)**

A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

C. The maximum amount for which the Government shall be liable if this contract is terminated is \$500 dollars.

#### **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS (Verbatim)**

A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

**ARTICLE VIII RETENTION OF RECORDS/AUDIT (Verbatim)**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and it's certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

**ARTICLE IX AUDIT REVIEW PROCEDURES (Verbatim)**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract. *(The following AUDIT CLAUSE must be inserted into all contracts of \$150,000 or greater)*
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as

necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

#### **ARTICLE X SUBCONTRACTING (Verbatim)**

A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.

D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY'S Contract Administrator prior to the start of work by the subconsultant(s).

#### **ARTICLE XI EQUIPMENT PURCHASE (Verbatim)**

A. Prior authorization in writing, by LOCAL AGENCY'S Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONSULTANT'S Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY'S Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following:  
"CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY

shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

D. All subcontracts in excess \$25,000 shall contain the above provisions.

### **ARTICLE XII STATE PREVAILING WAGE RATES (Verbatim)**

A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

### **ARTICLE XIII CONFLICT OF INTEREST (Verbatim)**

A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

D. CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

E. CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction

contract. Additionally, CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

F. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

**ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION (Verbatim)**

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING (Verbatim)**

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

## **ARTICLE XVI STATEMENT OF COMPLIANCE**

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

## **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension,

debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Any exceptions to this certification must be disclosed to LOCAL AGENCY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

**\*All referenced forms and sample templates will be provided by CITY.**

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

Not furnish any facilities or equipment for this Agreement;

or

Furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

**EXHIBIT D**  
**PROFESSIONAL SERVICES AGREEMENT**

**GENERAL PROVISIONS**

**1. Independent Contractor.**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR

sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento

Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

**7. CONTRACTOR Information.**

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term “information” shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party’s trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY’s failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR’s proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked “trade secret” when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff’s attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual “trade secret” designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated “trade secret” by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

**8. Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

**9. Term; Suspension; Termination.**

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
  - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
  - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

**10. Indemnity.**

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

**11. Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of

activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars (\$1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

“I certify that a motor vehicle will not be used in the performance of any work or services under this agreement.” \_\_\_\_\_ (CONTRACTOR initials)

- (3) Workers’ Compensation Insurance with statutory limits, and Employers’ Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers’ Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers’ Compensation waiver of subrogation in favor of the CITY is not required. \_\_\_\_\_ (CITY Representative initials)

No Workers’ Compensation insurance shall be required if CONTRACTOR completes the following certification:

“I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers’ Compensation insurance.” \_\_\_\_\_ (CONTRACTOR initials)

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions, or malpractice with limits of not less than one million (\$1,000,000) dollars. Professional Liability (Errors and Omissions) insurance:

Is  Is not \_\_\_\_\_ [check one] required for this Agreement.

If required, such coverage must be continued for at least 3 year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.
- (2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Except for professional liability, CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by

an authorized representative of the insurance carrier.

- (2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento

c/o Ebix RCS

Reference #: (This number will be provided by EBIX after Agreement approval.)

PO Box 257

Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:

CertsOnly-Portland@ebix.com

- (3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

**12. Equal Employment Opportunity.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital

status, physical handicap or sexual orientation.

- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
  
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
  - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
  
  - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
  
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

**13. Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

**14. Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

**15. Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

**16. Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or

connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
  - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
  - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
  - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

## EXHIBIT E

### REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

#### INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

#### APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

#### DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting

utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

“Contractor” means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

“Domestic Partner” means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

“Employee Benefits” means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. “Employee benefits” shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

#### **CONTRACTOR’S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION**

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee’s name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

#### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment “A.”

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment “B.”

**Attachment A**



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO’S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

On ..... (date), your employer (the “Employer”) entered into a contract with the City of Sacramento (the “City”) for ..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City’s Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

**You May . . .**

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento  
Procurement Services Division  
915 I Street, Second Floor  
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

**You May . . .**

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento  
Procurement Services Division  
915 I Street, Second Floor  
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

**Discrimination and Retaliation Prohibited.**

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

**You May Also . . .**

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.